SUPREME COURT OF THE UNITED STATES.

No. 358.

M. T. SLAUGHTER AND EVELINA J. SLAUGHTER, APPELLANTS,

vs.

JAMES M. GLENN, RICHARD DYMOND, AND JACOB EBERSOLE, EXECUTORS OF JOSEPH GLENN, DECEASED.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF TEXAS.

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a *Transcript from the circuit court of the United States for the western district of Texas.*

JOSEPH GLENN ET AL.
vs.
M. T. SLAUGHTER & E. J. SLAUGHTER.

1 No. 1.] Paper No. 1.

Bill.

To the judges of the circuit court of the United States for the western district of Texas, at Tyler:

Joseph Glenn, of Cincinnati, and a citizen of the State of Ohio, brings this his bill against Evelina J. Slaughter and her husband, M. T. Slaughter, whose name is not otherwise known to your orator, of the county of Harrison, and citizens of the State of Texas.

And thereupon your orator complains and says that on, to wit, the 21st day of July, A. D. 1863, the aforesaid Evelina J. Slaughter owned and was in the quiet possession, as of her own separate estate, of the following-described tracts of land, lying, being, and situate in the county of Marion, in the State of Texas, and described as follows:

One tract of three hundred and twenty acres, beginning at a corner near Big Cypress Bayou, at a corner made for R. W. Nesmith, assignee of Richard Hazlewood, from which a pine bears north 55° E. 7 varas; thence east 1,344 varas, a stake in a cypress pond, from which a persimmon bears N. 20° west 8 varas, each marked "N;" thence north
2 1,158 varas to the south bank of Black Cypress Bayou, from which a white oak bears south twenty-five degrees west 3 varas; thence with *with* the meanders of the last named bayou north 60° west 200 varas; thence north 90 varas to a stake, from which a gum bears north 30° east 7 varas; thence west 1,144 varas a stake, from which a red oak bears south 43° east 4 varas; thence south 1,360 varas to the place of beginning.

Also a tract of three hundred and twenty acres, beginning at a stake 100 varas north of the southeast corner of a survey in the name of John Humphries, from which a holly, marked "R. W. N.," bears south 40° east 4 varas; a white oak, same mark, bears north 5° east 4 varas; thence north with the east line of said Humphries' survey 1,340 varas to a stake, from which a black oak marked "R. W. N." bears N. 84° east 5 varas; thence east 1,350 varas to a corner on the bank of Black Cypress, inaccessible in high water; thence south 1,340 varas to a stake, from which
3 a water-oak marked "R. W. N." bears north 45° west 13 varas; a water-oak, same mark, bears north 71° west 10 varas; thence west 1,350 varas to the beginning.

Also a tract of land containing sixty acres, more or less, lying on Big Cypress B'you, adjoining to south of the said last-named three hundred-and-twenty-acre survey, including the steamboat landing, wood-yard, and beef-packery.

The two first above-described tracts were located by the headright certificate of Richard Hazlewood, and all three of said tracts lie adjoining each other, making one parcel.

And your orator alleges that, on the date last-above mentioned, the said Evelina J. Slaughter and M. L. Slaughter were husband and wife to each other, and she, the said Evelina, had living with her a number

sion of the same, and has ever since been in the undisturbed use and enjoyment of the same, cultivating it, and in connection with her husband, M. T. Slaughter, receiving its issues, rents, and profits, and deriving a support for herself, children, and separate property therefrom, and the said Evelina J. was much benefited by the exchange of places, which she did not have the means to effect except by the sale of the three tracts of land first above described.

Your orator represents further, that having so as aforesaid purchased said land, the said J. B. Dunn and E. Price went into possession
11 thereof, under and by virtue of their said deed, and proceeded to cut down timber and erect improvements thereon, in full faith that their title was good thereto; and your orator further alleges that when said M. T. Slaughter afterwards returned he acquiesced in, approved, and ratified the sale and purchase aforesaid by his wife, and induced the purchasers aforesaid from his wife, and those holding under them, as hereinafter alleged, to believe that he was pleased with the sale by his wife as aforesaid.

Your orator charges further, that having so as aforesaid purchased said land and gone into possession of the same under said purchase, said J. B. Dunn and E. Price proceeded to and did erect on said land valuable improvements, consisting, among other things, of a large packing-house, a large cooper shop, three or four double log cabins, pens, tanks for rendering tallow, with houses built over them, engines and boilers; and that holding under and through said Dunn and Price have also erected valuable improvements in houses, tanks, and
12 fences thereon, which cost in the aggregate seventeen thousand and five hundred dollars, or upwards.

And your orator charges further, that said improvements were erected in a period of time, covering several years within, in the full knowledge of both the said Evelina J. Slaughter and her husband, M. T. Slaughter, who well knew that the persons erecting said improvements on said land, as aforesaid, were so expending their money in the full faith that the title made to said Dunn and Price by said Evelina J. was good and valid, which belief was not only encouraged by the silence and acquiescence of said M. T. Slaughter and Evelina J. Slaughter, but they, and each of them, by their acts and by positive expressions of delight and satisfaction with said sale, induced said J. B. Dunn and your orator to believe that they were well satisfied therewith, and thereby caused them to continue to expend their money in improving said land as aforesaid.

Your orator charges that being informed of the foregoing facts
13 and finding said J. B. Dunn in the undisputed possession of the land first above described, said Dunn having then become the sole owner of the same, by purchase of the interest of his partner, the said E. Price.

Your orator on, to wit, the 6th day of February, A. D. 1866, for a valuable consideration, purchased said land from said J. B. Dunn, and having paid the purchase money for the same, which amounted to, to wit, the sum of ten thousand dollars, your orator received from said J. B. Dunn and his wife, Sallie J. Dunn, their deed in writing for said land, duly executed, delivered, and acknowledged on the date last above named, and recorded soon afterwards, on, to wit, the day of A. D. , in the office of the county clerk of Marion County aforesaid.

Your orator represents that the aforesaid M. T. Slaughter had knowledge of your orator's said purchase and encouraged the same, and

in your orator's presence ratified the aforesaid sale to J. B. Dunn and E. Price, and assigned reasons inducing said sale, and by his
14 words, acts, and conduct encouraged and induced your orator to go into possession of said land, and in the full faith and confidence that his title was good and undisputed, to proceed, as your orator did, to expend large sums of money in erecting houses and fences and improving the soil on said premises; all of which he continued to do, with the full knowledge of said Evelina J. Slaughter and M. T. Slaughter, without objection or assertion of any right or claim on their part, but on the contrary encouraged by them to so expend his money.

Your orator represents further, that being so as aforesaid the owner and in possession of said land, he, in connection with Thomas F. Purnell, who was your orator's agent, on, to wit, the 11th of October, A. D. 1866, made and entered into with John H. Sanders, Pleasant Taylor, John Taylor, J. C. Myers, and A. J. Bell, an executory contract of sale of said , to wit: and in pursuance placed them in possession of said land, and they having remained so in possession a short while, and without having completed their said contract or having acquired
15 title to said land sold the same to John R. Wilson and Edward H. Wilson, and placed them in possession of said land.

Your orator charges that he never became divested of the title to said land, or any part thereof, by his contract with the aforesaid Sanders, Taylor, and others, as they, and the Wilsons aforesaid also, well knew; and in point of fact the executory contract, made by your orator as aforesaid, has long since been adjusted between the original parties thereto, as well as to the satisfaction of the said John R. Wilson and Edward H. Wilson, and the same has been cancelled, and your orator is to-day, as he has been really ever since his aforesaid purchase and deed from James B. Dunn and Sallie J. Dunn, the sole owner and proprietor of the land first above described.

But your orator alleges that during the time the Wilsons aforesaid were in possession of said land as aforesaid, the said Evelina J. Slaughter and her husband, M. T. Slaughter, were, by some designing person or persons, persuaded and induced to believe that by reason of a
16 supposed technical legal defect, occasioned by the failure of said M. T. Slaughter to join in making said deed to J. B. Dunn & Co., as well as the failure of the clerk of the county court aforesaid to attach to said deed the usual certificate of the examination of married women, that she was not bound by her said act; and by persistent persuasion and promises, not only that in the event of failure to recover said land she should not be charged with any attorney's fee, but further, that in case she should fail to recover said land that the attorney himself would pay all costs of the litigation, she, the said Evelina J. Slaughter, and M. T. Slaughter, were induced to and did commence, in the district court of Marion County, in the State of Texas, an action, known as an action of trespass to try title, against John R. Wilson and Edward H. Wilson, defendants, for the aforesaid first above described land.

Your orator represents that though duly cited the said Wilsons failed to appear and defend or give attention to said suit. Learning which, and believing them to be acting in collusion with the plaintiffs in
17 said cause, your orator, by permission of the judge of said court, became a party defendant thereto.

And your orator believing he could not get justice in the State court, owing to prejudice and local influence, in due form of law applied for and obtained an order, transfer'ing said cause to the United States circuit court for the western district of Texas, at Tyler, and having caused

a complete transcript of the record and proceedings in the State court to be filed in said cause the same is now proceeding and being prosecuted on the law docket of said court as an action at law, in the names of Elvira J. Slaughter and M. T. Slaughter, plaintiffs, against your orator, sole defendant, numbered on the docket of said court No. 983.

Your orator charges that, if the execution of the above-mentioned deed to J. B. Dunn & Co. is defective, yet, by reason of the facts hereinbefore stated, said Evelina J. Slaughter would be bound in equity and good conscience to perform her contract and to execute to your orator a valid deed for said land, and if not entitled to relief in this
18 respect, your orator would be entitled to have a conveyance of the land purchased from O. C. Roberts, as above described, and to be refunded the excess of his money, over and above the sum paid for said land of the sum paid by J. B. Dunn & Co., your orator being the assignee of all the equities of said J. B. Dunn, and to be compensated for the money expended by your orator and those in priority with whom he holds for the improvements placed on said land as aforesaid.

And your orator now prays because his equities cannot be set up in a court of law, and because he cannot obtain complete justice in the court of law wherein said cause of trespass to try title is pending, because said court has no power to decree the execution of a defective conveyance, or to enforce a trust.

Wherefore your orator prays that the further prosecution of said last-mentioned cause be enjoined until the hearing of this bill, and that upon the hearing hereof said injunction be made perpetual.

19 Wherefore your orator prays that said Evelina J. Slaughter and M. T. Slaughter may be required to answer this bill, and that they be decreed to specifically execute the contract of sale made by the said Evelina J., as aforesaid, of the tract of land first above described, and that the title to the same be quieted in your orator. And that your honors may grant such other and further relief as the nature of the case may require.

Will your honors therefore grant the writ of subpœna to be directed as the law directs, commanding that Evelina J. Slaughter and M. T. Slaughter, defendants to this bill, be summoned to appear by a certain day, on a certain penalty, before your honors at the court-rooms of the United States circuit court for the western district of Texas at Tyler, then and there to answer the premises and abide the order and decree of this court.

JOHN L. HENRY,
Solicitor for Complainant.

I, Thomas F. Purnell, upon oath state, that I am the agent and attorney in fact of Joseph Glenn, the complainant in the foregoing bill, and that the facts therein stated are correct and true as
20 stated.

THOMAS F. PURNELL.

Sworn to and subscribed before me this May 6th, 1872.
W. C. ROBARDS, *Clerk.*

(Endorsed:) No. 58. Joseph Glenn vs. M. T. Slaughter & Evelina J. Slaughter. Original bill. Filed May 6th, 1872. W. C. Robards, clerk Jno. L. Henry, for complainant.

Application for injunction.

Suit pending in U. S. cir. court west. dist. Texas, at Tyler, Texas.

EVELINA J. SLAUGHTER, M. T. SLAUGHTER,
vs.
JOSEPH GLENN. } No. 983.

Mess'rs Robertson and Herndon and H. P. Mabry, att'ys of the plaintiff in the above-entitled cause, will take notice that Joseph Glenn, the defendant in said suit, has filed in the office of the clerk of the circuit court of the United States for the western district of Texas, at Tyler, an original bill against said Evelina J. Slaughter and M. T. Slaughter, praying that the prosecution of the above-entitled suit be enjoined, and that the hour of 10 o'clock on the morning of Tuesday, the 7th day of May in-
21 stant, at the United States court-room for the circuit court of the United States for the western district of Texas, at Tyler, I will move said court to grant said writ.

May 6th, 1872.

JOHN L. HENRY,
Solicitor for Complainant.

Endorsed:
Service and notice waived and service herein hereby accepted.
May 6th, 1872.

H. P. MOSELEY AND
ROBERTSON AND HERNDON,
Att'ys for Slaughter & Wife.

(Indorsed:) No. 983. Evelina J. Slaughter, M. T. Slaughter vs. Joseph Glenn. Motion on application for injunction. Filed May 6th, 1872. W. C. Robards, clerk.

Order of injunction.

Be it remembered that, at a regular and stated term of the circuit court of the United States for the western district of Texas, begun and held at Tyler, in said district, the following proceedings among others were had on, to wit, Monday, May 13th, 1872:

JOSEPH GLENN
vs.
E. J. SLAUGHTER & M. T. SLAUGHTER. } 58.

Upon motion of Joseph Glenn, complainant in this cause, it is
22 alleged that Evelina J. Slaughter and M. T. Slaughter, the defendants herein, are prosecuting an action for trespass to try title to the land described as in controversy in the original bill filed by the complainant herein upon the law side of this court, wherein said Evelina J. Slaughter and M. T. Slaughter are plaintiffs and said Joseph Glenn is defendant. It is therefore prayed that a writ of injunction may be awarded against said Evelina J. Slaughter and M. T. Slaughter, restraining and enjoining them from the further prosecution of said action at law, until the final hearing of the bill filed in this cause, which upon reading said bill and hearing argument of counsel for complainant and respondent, is ordered accordingly.

and consent, but was induced to do so by the threats and promises aforesaid of the said J. B. Dunn and the said E. Price, and by reason of the said Price having placed thereon a large number of hands and rough characters that made her afraid to try longer to hold the said premises.

Respondent further answering, says that she did sign the said paper purporting to be the transfer to the said J. B. Dunn & Co. dated on or about the 21st day of July, A. D. 1863, but that she did so after protesting to the said E. Price against it, and after she used every means she knew of to try to protect and retain her said home and premises, and after she had the promise from the said Price that she should have the said premises back after he should be done using it for the said Confederate Government, for six dollars per acre, and she was not aware until long afterwards that she would not be allowed to regain said prem-
30 ises.

Respondent further answering, says that she was in no wise compelled or induced to sell said land and premises to support herself and her said family or for the benefit of her separate estate; that she had at the date of said sale an average crop of corn and other produce on said premises more than sufficient to maintain and support herself and her said family, and that she had on hand and on the said premises plenty of everything usually had, kept and raised on a plantation for the support and maintainance of herself and family for a long period of time, and that she together with her said husband sold that year, to wit, the year 1863, a large surplus of corn and fodder, and bacon, and other produce usually raised on a plantation, which was not needed on said premises for support and maintainance. That she and her said husband owned and had on said premises as their community estate about fifty head of stock, cattle and milch cows, and a large number of stock hogs and *a*
31 about fifty or sixty large fat hogs about two years old or upwards with which to make bacon for the coming year, twenty-seven of which said large hogs died from the effects of moving them; a great many of the other hogs were killed by the hands which said Price and Dunn put in possession of said premises, and were lost to respondents; many of their said hogs and cattle strayed off from their new place and were stolen, and that the loss in stock and produce and other things was as great as the value of the said premises.

Respondent further answering, says that she and her said husband had held and owned in community besides the hogs, cattle, and the produce of their said plantation and supplies on hand, horses and mules, and a fine new wagon, and a large amount of Confederate currency or Confederate money; that her said husband (said M. T. Slaughter) had before and at the said date of said sale supplied all the wants of herself and her separate estate, and her children, and at the date of the said sale or transfer aforesaid to said Dunn & Co., and long before
32 that date and until afterwards, said M. T. Slaughter had kept in his employ a man as overseer to look after his slaves and farming interests, while he, said M. T. Slaughter, should remain absent as aforesaid, which said overseer was engaged for the most part of his time in performing his said duties until after the said sail and tranfer.

Respondent further answering, says that she and her said husband had in the use and employ for the support of themselves and their said family about twenty-five negro slaves, which was the separate estate of respondent; about one-half of which number of slaves were able to do good and remunerative work.

Respondent further answering, says that before and at the date of

said sale or transfer to said Dunn & Co. of the said premises described in the original bill herein, she owned a large plantation in a high state of cultivation about twenty-five miles from her said home (transferred to said Dunn & Co. as aforesaid), which was of great value, and from which she did expect to derive a large revenue.

Respondent further answering, says that at no time did her husband, the said M. T. Slaughter, abandon her, but only left her tempo-
33 rarily to go into said Confederate States army, which all able-bodied men were required to do, and that he made ample provisions for her support during his said absence.

Respondent further answering, says that she did purchase the premises whereon she and her said husband now resides in part with the funds she received from said Dunn and said Price, for the sale of her said homestead, but that she did so without the knowledge, advice, or assistance of said Dunn or said Price, and only did it to invest the money received by compulsion or against her consent as aforesaid, to prevent loss by the depreciation of said funds, which said funds were constantly and rapidly decreasing in value, and did finally become worthless. But the premises thus purchased with said funds were far less valuable and not so well improved, nor so desirable as a place of residence, as the one taken possession of as aforesaid by said Dunn and Price; but that the same was purchased as an investment of the Confederate money, and to get a place nearer the town of Jefferson than the other plantation which she owned, about 25 miles distant.

34 Respondent further answering, most pos'tively denies that she was dissatisfied with her said residence on account of the unhealthfulness of the location as stated in complainant's bill herein, for she says that on said premises she had as good health as she had enjoyed elsewhere in the country, and that whatever losses by death occurred in her family was not attributable to said locality or premises, but to other causes; and most positively denies that she had any desire to sell said premises on account of sickness as aforesaid of her family or servants, or any increase of expenses or loss of labor by reason of sickness, or for any reason whatever, but, on the contrary, says she did not want or desire to sell the said premises, nor did her necessities require any such sale, and only sold the same because she thought and was induced by said Price and Dunn to believe she would be compelled to sell or have it impressed and get nothing for it.

Respondent further answering, says that she has not been induced to commence suit for said premises by designing persons, as alleged in complainant's bill herein, but that she was induced to do so because she had been wronged and defrauded by said Dunn and Price, and fur-
35 ther says that no one except her husband ever prompted her to commence said suit. She contracted with an attorney to bring the suit which was done at her request and in said attorney's office; that said attorney agreed to pay all cost in case of loss, but this was acceded to at her request and by the hope of the large fee which she offered if she gained the case.

Respondent further says that she never by any act or deed of hers ratified or confirmed said sale made as aforesaid to said Dunn and Price, but commenced suit for the said premises very shortly after she was informed that the courts of the country were open and that her rights could be adjudicated; that as to what was being done on said premises by said Dunn & Co., or others, she was not advised, but that said Price, the copartner of said Dunn, and as she believes said Dunn himself, well knew that she expected to get the premises back.

Respondent further says that the payments made to her by said Dunn & Co., in said Confederate money, was of little or no value, which they at the time well knew; said Confederate currency was at
36 said date worth only about six to ten cents in the dollar thereof; that said land and premises and improvements, together with the growing crop then on said premises, were of the reasonable value of eight thousand five hundred dollars in good and lawful money, and that the price paid by said Dunn & Co. was far less than the real value of said premises.

Respondent further says that the rental value of said premises is reasonably of the value of one thousand per annum, from the said date of eviction by said Dunn & Co. of respondent, to wit, on the 21st day of July, A. D. 1863, and that the damages by the destruction of the fences, timber, and houses, by said Dunn & Co., and those holding under them, would exceed the sum of two thousand dollars; that there was on said premises, at said last-named date, a fine orchard of a variety of fruits, reasonably worth the sum of one thousand dollars, which respondent is informed and believes has been wholly destroyed.

The premises considered, defendant prays said pretended conveyance to said Dunn & Co., bearing date as aforesaid, be declared null
37 and void; that the injunction aforesaid be dissolved; and that she, together with her husband, have restitution of said premises and *and* judgements for rents, damages, costs, and for general and equitable relief.

H. P. MABRY,
ROBERTSON & HERNDON,
For Respondent.

THE STATE OF TEXAS,
Marion County:

Before the undersigned authority personally appeared Evelina J. Slaughter, wife of M. T. Slaughter, who, after being duly sworn, says on oath that she is one of the defendants in the foregoing described suit, and that the facts and statements made in the foregoing answer are true.

E. J. SLAUGHTER.

Sworn to and subscribed before me this July 29th, 1872.
W. H. JOHNSON, *C. D. C. M. C.*,
By EDWARD GUTHRIDGE, *Deputy.*

And the said M. T. Slaughter, the other defendant, for his answer to said bill of complaint in this cause filed, says:

In addition to what is said in this answer by his co-respondent (said Evelina J.), he had of the community property of himself and his said wife at the time of said pretended sale of said premises to said
38 Dunn & Co. by his said wife, Evelina J. Slaughter, in addition, property other than hogs named in his answer herein, about four hundred head of pork and stock-hogs, in all of about the value of dollars; besides that he had made ample provisions for herself and family for and during the time of his absence in the Confederate States army.

That he left home with no intention or thought of abandoning his said wife and family, about the 26th day of May, A. D. 1863, to join his command in the army of the Confederate States, and was then, and until several months thereafter, a soldier in said army, as he and all other able-bodied men of his age were required by law to be.

That shortly after he reached his said command, or that portion of said army to which he belonged, which was then on Red River, in the State of Louisiana, about one hundred and fifty miles from his said home, he received a letter from his said wife which informed him (said M. T.) that said Dunn and said Price, named in the original bill herein filed, wanted to buy the property here sued for; and that if it was not sold to them, as they desired, that they would impress it for
39 the use of the Confederate States government, to be used as a packery to pack beef and pork for the said Confederate States army, to which letter, and the information therein contained, he (respondent) replied, and in said reply utterly refused to ratify any such sale or any sale whatever, and instructed his said wife to hold said premises and not to part with the same either by sale or otherwise.

Respondent further says that shortly afterwards, and before said transfer to said Dunn & Co. was made, his said wife (the said Evilina J.) informed him by letter that she had been forced and compelled by said Dunn and Price to sell the said premises to the said Confederate States Government, and that she could not get back the premises; and that she (said Evilina J.) was then looking for another place that she could purchase with Confederate money or Confederate currency; that she had looked at one or two places nearer the town of Jefferson, in the county of Marion, in the State of Texas, where she preferred living, rather than go on her own plantation in the State of Louisiana;
40 and that as she had then, and would have, more Confederate money than she thought prudent to keep, she desired to invest it.

Respondent further says that he was unable, by reason of the laws of the country which required him to remain in the said Confederate army, to visit his family again until some time in the year A. D. 1864, when he lost an arm in May, A. D. 1864, and was discharged from the service in said army and returned home.

Respondent, further answering, says that he never knew until some time in the fall of the year A. D. 1865 that said Dunn and said Price held any title to the said premises sold as aforesaid by his said wife, but firmly believed that the title was in the government of the Confederate States; that he had been informed and believed that said premises had been impressed by the said Confederate States Government, and *and* that it would be useless to attempt to recover it in the then unsettled condition of affairs in this country, when about said time, in said last-named year, an effort was made by an attorney at law
41 who resided in the said town of Jefferson to procure from him (this respondent) a ratification of the sale made by the said Evilina J. to said J. B. Dunn & Co., and that when he learned that said Dunn & Co. claimed title to said premises, he (respondent) told said attorney that he would not make any title thereto, nor ratify or sanction the title which his said wife had made, but that he intended to sue for said land and recover it as soon as the courts of the country were in condition to bring the suit with safety to himself; that said Dunn & Co. had forced his said wife to sell said premises against his consent and positive refusal, and against the wishes of his said wife. Respondent afterwards ascertained from the records in clerk's office of the said county of Marion the conditions and state of the titles to said premises.

Respondent further says that he and his said wife were delayed in bringing suit for said premises until in the year A. D. 1868, by reason of the unsettled condition of the country and the disorganized state of the courts of the country, several judges having been on the bench in the judicial district wherein the premises were situate, and

42 some removed or displaced, and by reason of not having the ready funds to spare to pay the expenses of a suit for said premises.

Respondent further says that he did not, at any time, knowingly, by word, act, or deed, ratify or affirm the said sale of the said premises made by his said wife to said Dunn & Co., or to any one holding under them; that at one time during the summer or fall of the year A. D. 1866 he was on said premises by request of one Thomas F. Purnell, and found said Thomas F. Purnell and a man called Glenn on the said premises, and that he went with them and showed them the lines or boundaries of the said lands at their request, but that he did not, at any time, say one word to them about the titles to said premises, nor did they say anything to him on that subject, and if the action in showing the boundaries, as aforesaid, was intended by them to be any ratification of said sale, the whole was by them planned and executed as a cunning and fraudulent device to try by said acts and doings to wrong, cheat, and defraud respondent and his said wife
43 out of their just and lawful rights, and that respondent had never been informed that said Glenn and Purnell, or either of them, made any claim or title to said premises.

He does remember that said Purnell told him that he (said Purnell) and said Glenn were partners in their farming interests and business, but that the renting of land was not uncommon in the country, and he did not know whether they claimed as renters or otherwise; and further says that this was the only time he ever saw said Glenn that he has *only* knowledge of, and that the only time he had ever seen said Purnell prior to said time he saw him on said premises, as aforesaid, was some time in July or August, in the year A. D. 1866, when said Purnell visited him (respondent) at his (respondent's) place of business in Harrison County, Texas, and invited him (respondent) to visit him on said premises and show the said boundary lines.

Respondent further says that he had not been on said premises only twice prior to the date of his suing for said premises in the year 1868, after his family removed from there. The first time was before
44 the close of the war between the United States and the Confederate States, to wit, in the fall of the year A. D. 1864, and the other time was the time above recited; that he never, by any act, word, or deed, knowingly induced any person to buy or improve said premises, or wittingly induce' any one to believe that he intended to sanction or ratify any sale of said premises, but, on the contrary, always asserted and insisted that he intended to try to recover the said premises.

Respondent, further answering, says that no person ever, by persuasion or otherwise, induced him to commence suit for said premises, but that when he did conclude and determine to commence said suit he made the best trade with his attorney that he could do to save the expenses of litigation.

Respondent further says that he was greatly damaged by the sale of said premises by his said wife, and that immediately on his return home he was wounded and unable to do anything but to remain anywhere he could get shelter, and that he saw no hope of being
45 able to recover said premises until civil law and order should be established or restored; that said premises had, when said Dunn & Co. got possession thereof, a large woods pasture, or wood lands fenced in for pasturage, on said premises, besides about three hundred acres under a good fence and in good state of cultivation, with a good gin-house and cotton-press, and barn and stables, and cabins for servants,

and dwelling-houses, and garden, and orchard thereon, and that most of which said houses, cotton-press, and orchard has been destroyed, to the damage of respondents in the sum of three thousand dollars; that the rent, use, and occupation of said premises are reasonably worth the sum of eight hundred dollars per annum, from the 21st day of July, A. D. 1863, to the date of the filing hereof, and that the crop on said premises at the date said Dunn & Co. took said illegal possession thereof was of the value of two thousand dollars.

The premises considered, respondents ask restitution of said premises and judgment annulling said pretended deed of conveyance
46 from his said wife to said J. B. Dunn and Co., for the dissolution of the injunction, and for rents, and profits, and damages on said premises, for costs of suit, and for all general and equitable relief they may be entitled to in the premises.

H. P. MABRY,
ROBERTSON & HERNDON,
Sol. for Respondents.

THE STATE OF TEXAS,
Marion County:

Before the undersigned authority personally came M. T. Slaughter, who, after being duly sworn, on oath says that the facts and statements in the foregoing answer are true.

M. T. SLAUGHTER.

Sworn to and subscribed before me this July 31st, 1872.

W. H. JOHNSON,
C. D. C. M. C.,
By EDWARD GUTHERIDGE,
Deputy.

(Endorsed:) No. 58. Joseph Glenn vs. M. T. Slaughter & wife. Filed August 8th, 1872. W. C. Robards, clerk.

47 *Replication to defendants' answer.*

In the circuit court of the United States of America. In chancery.

JOSEPH GLENN
vs.
W. T. SLAUGHTER & EVELINA J. SLAUGHTER. } No. 58.

This repliant, saving and reserving to himself all and all manner of exception that may be had and taken to the answer of defendants, on account of its manifold errors, uncertainties, and insufficiencies, for a general replication thereto says that the matters and facts stated in said answer are not true, as therein stated, and are insufficient to bar said plaintiff's suit, and again asserts and maintains the truth and sufficiency of his said bill, and avers his readiness and willingness to maintain and prove all of said matters and things as this honorable court shall direct, and prays as in and by his said bill he has already prayed.

JOHN L. HENRY AND
TIGNAL W. JONES.

(Endorsed:) No. 58. Joseph Glenn vs. M. T. Slaughter & Evelina J. Slaughter. Replication to defendants' answer. Filed Aug. 26, 1872. W. C. Robards, clerk. Henry & Jones.

48 *Agreement.*

In the U. S. cir. court for western dist. Texas, at Tyler.

JOSEPH GLENN
vs.
EVELINA J. SLAUGHTER, M. T. SLAUGHTER.

It is agreed by the parties in the above-entitled cause that the written depositions, evidence, admissions, agreements, waivers, deeds, papers, and records on file in the *papers* of M. T. Slaughter and Evelina J. Slaughter versus Wilson and Wilson, original defendants, and
49 Glenn and Parnell, intervenors, on the law docket of the United States circuit court for the western district of Texas, at Tyler, No. 983, shall be considered as made and filed in this cause—Joseph Glenn vs. M. T. Slaughter and Evelina J. Slaughter—and shall be used and read in evidence on the trial of this cause, subject only to such exceptions as could be made available against the same when offered in evidence on the trial of the suit in which they are now on file as aforesaid; and to make this agreement practical, either party hereto is permitted to use the original records herein referred to, or certified copies thereof, in evidence, as he or they may elect, such certified copies, if offered, to have all the force of originals.

It is further understood that this agreement shall not be construed to prohibit either party to this cause from taking original or cumulative evidence under the law and rules of the court, ad libitum.

Witness our hands July 29, 1872.

It is further agreed that no decree pro confesso will be taken
50 on or before the rule-day, in September, 1872.

H. P. MABRY.
ROBERTSON AND HERNDON,
Sol. for Def'ts.
JNO. L. HENRY AND TIGNAL JONES,
For Complainant.

(Endorsed:) No. 58. Joseph Glenn vs. M. T. Slaughter, Evelina J. Slaughter. Filed Aug't 26, 1872. W. C. Robards, clerk.

Motion for bond.

United States circuit court for western district of Texas, at Tyler. In chancery.

JOSEPH GLENN
vs.
SLAUGHTER & WIFE.

Now comes the defendants and move the court to require the complainant to give a bond, as in case of injunction; because, they say, the said complainant is not a citizen of the State of Texas, but resides in the State of Ohio; and, should said suit result in favor of defendants, they would have no recourse for the rents, profits, and damages which have and may accrue by reason of said injunction.

They further show that since the possession of the premises
51 sued for in the action at law by the said *by the said* Glenn and those holding under him, the farm and said premises, as well as the other improvements thereon, have been greatly neglected and in-

jured by such neglect, and the said defendants are entitled to the rents and profits for several years, if they are entitled to said land, and they will be without remedy unless a bond be required by this court; that a bond of five thousand dollars ought to be required by this court as security af's'd.

MABRY, ROBERTSON AND HERNDON.

(Endorsed:) No. 58. Joseph Glenn vs. Slaughter and wife. Motion for bond.

AT CHAMBERS, *Austin, June 1st*, 1874.

The within application is at this time refused.

T. H. DUVAL,
U. S. Judge.

Filed May 28th, 1874.

W. C. ROBARDS, *Clerk.*

Bill of revivor.

STATE OF OHIO,
Hamilton County, ss:

Whereas Joseph Glenn, late of the county of Hamilton and State of Ohio, died, leaving a last will and testament, which said will and testament has been duly proven and admitted to record by our pro-
52 bate court within and for the county aforesaid, on the 6th day of October, A. D. 1874:

Know ye, therefore, that the said probate court has granted unto James M. Glenn, Richard Dymond, and Jacob Ebersole, the executors in said will and testament named, letters testamentary theron, hereby granting to said executors all and singular the power necessary and by law required to enable them to take an inventory of, collect, sue for, and recover all and singular the goods, chattles, and credits of the said deceased; and out of the same, or such part thereof as shall to their hands, the debts of the said deceased and the legacies in said will named to pay and discharge according to law and to the will of said testator, and the same fully to administer in all things as required by law.

And the court has appointed Hugh McBirney, Thomas J. Enerry, and J. G. Isham to appraise, on oath or affirmation, all and singular the goods, chattles, and credits of the said deceased.

In testimony whereof I have hereunto set my hand and affix'd
53 the seal of the said probate court, at Cincinnati, this 6th day of October, in the year of our Lord one thousand eight hundred and seventy-four.

[SEAL.]

ISAAC B. WATSON,
Probate Judge.

Probate court.

THE STATE OF OHIO,
Hamilton County, ss:

I, Isaac B. Watson, sole judge and ex-officio clerk of the probate court within and for the county aforesaid, do hereby certify the foregoing to be a true copy of the letters testamentary issued in the matter of the estate of Joseph Glenn, late of said county, deceased.

I further certify that said letters have not been revoked or annulled, as the same appear from the records of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Cincinnati, this 2d day of November, A. D. 1874.

[SEAL.] ISAAC B. WATSON,
Probate Judge and Ex-officio Clerk.

54 THE STATE OF OHIO,
Hamilton County, ss:

I, Isaac B. Watson, sole judge of the probate court within and for said county, the same being a court of law and record, hereby certify that the signature attached to the above certificate, purporting to be that of Isaac B. Watson, is his genuine signature, and that he was at the time thereof ex-officio clerk of said probate court, and as such full faith and credit are due his acts, and that the attestation of the said clerk is in due form of law and by the proper officer.

Witness my hand and the seal of said court, at Cincinnati, this 2d day of November, 1874.

[SEAL.] ISAAC B. WATSON,
Probate Judge.

In chancery. In United States circuit court for western district Texas, at Tyler.

JOSEPH GLENN
vs.
M. T. SLAUGHTER & EVELINA J. SLAUGHTER.

To the judges of the circuit court of the United States for the western district of Texas, at Tyler.

55 James M. Glenn, Richard Dymond, and Jacob Eborsole, complainants, show unto your honors that on the 6th day of May, A. D. 1872, Joseph Glenn filed his bill in this honorable court against Evelina J. Slaughter and her husband, M. T. Slaughter, showing that said Joseph Glenn had an equitable title by purchase from said Evelina J. Slaughter, by deed made by said Evelina J. Slaughter to J. B. Dunn & Co., dated the 21 day of July, A. D. 1863, to acres of land lying near the city of Jefferson, in Marion County, State of Texas; and, showing further, that said Evelina J. Slaughter and M. T. Slaughter were then prosecuting a case against said Joseph Glenn, on the law side of the honorable court, for the recovery of the possession of said land, and praying that the further prosecution of said suit be enjoined.

And your orators further show that said Evelina J. Slaughter and M. T. Slaughter, having been duly served with process of subpœna, appeared in this honorable court and filed their answer to the bill brought against them, to which answer said Joseph Glenn filed a replication.

56 And your orators further show that since the filing of said replication some proceedings have been had in said cause, but no final decree has been made therein.

And further, that on or about the day of , A. D. 1874, the said Joseph Glenn departed this life, leaving a last will and testament, in and by which your orators, who are citizens of the State of Ohio, residing in the city of Cincinnati, are named and appointed executors of said will, which trust your orators have accepted, and have caused said will to be duly probated, and have qualified themselves to act thereunder.

And your orators further show that said suit having become abated by the death of said Joseph Glenn, your orators, as they have been advised, are entitled to have said suit revived in their name, as executors of the last will of said Joseph Glenn, and to prosecute the same and have a decree therein, in like manner as said Joseph Glenn was authorized to do and have.

To the end, therefore, that the said M. T. Slaughter and Evelina J. Slaughter may show cause, if they can, why the said suit and
57 proceedings therein should not stand and be revived in the names of your orators as executors of the will of said Joseph Glenn, and be in the same plight and condition as the same were at the time of the abatement thereof, and that the said suit and proceedings therein may stand and be revived therein accordingly, may it please your honors to grant unto your orators the writ of subpœna to revive the same, issuing out of and under the seal of this honorable court, to be directed to the said M. T. Slaughter and Evelina J. Slaughter, commanding them by a certain day, and under a certain penalty, to be therein expressed, personally to be and appear before your honors in this honorable court, and then and there to show cause, if they can, why the said suit and the proceedings therein had should not stand and be revived against them and in favor of your orators, and be in the same plight and condition as the same were at the abatement thereof; and further to stand and abide such order and decree in the premises as to your honors may seem meet.

JONES AND HENRY,
Solicitors for Complainants.

(Endorsed:) 58. Joseph Glenn's executors vs. M. T. Slaughter, E. J. Slaughter. Bill of revor. Filed Nov. 10, 1874. W. C. Robards, clerk.

58 COMPLAINANT'S EVIDENCE.

Depositions of Moseley.

In circuit court of the United States for the western district of Texas. at Tyler.

JOSEPH GLENN
vs.
M. T. & E. J. SLAUGHTER.

Interrogatories propounded by plaintiffs to Samuel F. Moseley, of Jefferson, Marion County, Texas.

Int'y 1st. Are you acquainted with the parties to the above cause?

Int'y 2nd. If you know anything in regard to a sale made by defendant, Evelina J. Slaughter, to J. B. Dunn & Co., of the tract of land described in the original bill filed in this cause, described as lying near the city of Jefferson, in Marion County, State of Texas, and commonly known as the Packery Place, you will please state what you know about such sale, and your means of knowing. State whether you were consulted about such sale before it was made, and who by;
59 whether more than once, and how often, and how long before the sale. State whether you ever heard said Evelina J. Slaughter assign any reason for making such sale; and, if so, when was it, and what were the inducements. State, if you were present, where the deed was made or the money paid, and state what was then said and done

tending to show the business of said Evlina J. Slaughter. State what the consideration-money for the sale was, who paid it, and to whom it was paid, and what was done with it; and in this connection state everything you know in connection with the negotiations pending said sale, and the sale itself, showing whether M'rs Slaughter acted advisedly or unadvisedly, freely or under coersion, in making said sale, stating your means of information.

Int'y 3d. If you had any communications with either of said
60 defendants concerning said sale after it was made and before litigation was commenced about it, state what, if anything, was said or done by either of them showing satisfaction with said sale.

Int'y 4th. Do you know, or can you set forth, any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this the subject of your examination, or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

JONES & HENRY,
Sol's for Plaintiff.

Cross-interrogatories by def'ts:

Cross-int'y 1st. In the transaction between J. B. Dunn & Co. and defendant, E. J. Slaughter, were you not the attorney of plaintiffs, and did you not prepare the deed of conveyance from E. J. Slaughter to plaintiffs, and did you not advise them that they were getting a good
61 title to the premises, and have you not by your acts and words tried persistently since then to make good that title?

Cross-int'y 2d. Have you not on divers and sundry times and occasions tried to create a prejudice against defendants in their claim, in the community in which they live, by expressions denunciatory of their claim for the "Packery Place"? If you have not done with any malicious intent, is it not a fact that you have done so?

Cross-int'y 3d. Have you not been the employed attorney, or one of them, against the interests of defendants, from the beginning of the litigation, for the premises sued for by defendants? If you have been such attorney, at any time, state when you were so, and by whom you were employed.

Cross-int'y 4th. Were you not on intimate terms with defend-
62 ant, E. J. Slaughter, and had you not been her attorney at some time prior to this pretended sale of land by said defendants to J. B. Dunn & Co., and did you not talk freeley with her and often advise her in matters of business? Did she not often talk with you in the absence of her husband, and before the marriage of herself and her present husband in a free and confidential manner? Did she not often advise with you as an attorney and as a friend?

Cross-int'y 5th. Did you not know that defendant, M. T. Slaughter, was only temporarily absent from home, in the Army, at the time the sale was made; and did you not believe and so advise Dunn & Co. that by reason of M. T. Slaughter's absence, and that the property being the separate property of E. J. Slaughter, that she could alone make a good title to the premises which Dunn & Co. obtained? And have
63 you not been employed to try to confirm said advise?

Cross-int'y 6th. Were you not the attorney of Oliver M. Roberts in the matter of the sale of the other premises named in plaintiff's bill to defendant, E. J. Slaughter, and do you not know that Oliver M. Roberts received Confederate money for the said premises, and that in the capacity of administrator of the estate of D. B. Culbertsan, sen'r,

dec'd, as well as in his own right? Were you then advised that said Roberts had no right, as administrator, to receive said character of funds in said capacity for said premises?

Cross-int'y 7. Did not your intimacy with all of said parties induce them, as far as you can judge, to talk with you very freely about all their matters connected with these sales and transfers, such as they were? And were not many of these conversations of a quasi
64 confidential character, and such as should not be divulged by you? Were any admission' ever made to you by either, or both, of the defendants with a full knowledge of their rights? Did you ever tell them or either of them that they had not made a legal title to the premises known as the "Packery Place," and that their actions or words would be used as an estoppel against their legal claim to the property? Did you not seek the interview in which admission' were made, and were they not made in answer to statements made by you, or questions propounded by—when were they made and who was present at the time?

H P. MOBRY &
ROBERTS AND HERNDON,
Sol's for Def'ts.

I, W. C. Robards, clerk of the circuit court of the United States for the western district of Texas, do hereby certify that the above
65 and foregoing seven pages of manuscript contains a full, true, and correct copy of the original interrogatories propounded to Sam. F. Moseley, in the case of Joseph Glenn vs. M. T. Slaughter and Evelina J. Slaughter, the same being now on file in my office.

Test with seal of said court, at Tyler, Texas, this 4 day of September, A. D. 1874.

[SEAL.] W. C. ROBARDS, *Clerk.*

In the U. S. circuit court W. D. T.

JOSEPH GLENN
vs.
M. T. & E. J. SLAUGHTER. } No. 58. In equity.

Depositions of Sam T. Moseley, taken at Jefferson, Marion County, Texas, on the 21st & 22d days of September, 1874, in behalf of the plaintiff.

U. S. OF AMERICA,
Western District of Texas, State of Texas, County of Marion, ss:

Be it remembered that on this 21st day of September, in the year of our Lord one thousand eight hundred and seventy-four, I, Charles
66 Haughn, a commissioner duly appointed by the circuit court of the United States for the western district of Texas, in the western circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, call and cause to be and personally appear before me, at my office in the city of Jefferson, county of

Marion, in the western district of Texas, Sam F. Moseley, to testify and the truth to say on the part and behalf of the plaintiff in a certain
67 suit or matter of controversy now depending and undetermined in the U. S. circuit court, western district of Texas, in equity.

And the said SAM F. MOSELEY, being about the age of fifty-five years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the matter of controversy aforesaid, I did carefully examine the said Sam F. Moseley, and he did thereupon depose, testify, and say as follows, viz:

First general interrogatory by the commissioner. Please state your name, your age, your place of residence for the past year; whether you have any interest, direct or indirect, in the result of this suit, and whether and in what degree you are related to the .

Answer to 1st int'y by com'r. My name is S. F. Moseley. My age is fifty-five years; my place of residence near Jefferson, Texas. I
68 have no interest, direct or indirect, in the result of this suit. I am in no way related to either of the parties.

Answer to 1st int'y. I am.

Answer to 2d int'y. I know of such sale being made by Evelina J. Slaughter, one of the defendants, to J. B. Dunn & Co. of what is known as the Packery Place, near Jefferson, Texas. I was present when the deed was signed by said E. J. Slaughter, and delivered to said J. B. Dunn & Co. for said tract of land, and I saw the money counted and paid to the said E. J. Slaughter. I do not recollect the amount further than that it was about six thousand or seven thousand dollars. It was what was known as Confederate money. I do not recollect the exact date. It was paid in my office in the city of Jefferson, Texas, at the date of the deed. L. T. Gray was present as a witness and as county clerk; as well as I can recollect, R. H. Ward, esq'r, as attorney
69 for M'r's Slaughter, & Oliver C. Roberts, the administrator of the estate of D. B. Culberson, deceased, and Price, acting as one of the firm of J. B. Dunn & Co., & who paid the money for said firm, were present, and perhaps others not now recollected were present.

I was consulted by the said M'r's E. J. Slaughter as att'y for O. C. , as adm'r of the estate of the said D. B. Culberson, deceased, before said sale was made, for the purpose of learning whether or not if she sold said Packery Place she could apply the proceeds thereof to the purchase of the plantation of said Culberson in Harrison County, Texas, then in the possession of the said Roberts as such adm'r; of which inquiry so made said Roberts was advised, who applied to the county court of the said county of Harrison and obtained an order of sale, under which order of sale said Evelina J. Slaughter became the purchaser, which sale was afterwards reported by the said adm'r, & confirmed by
70 the said court, and conveyance made to the said Evelina J. Slaughter of the said Culberson plantation, on which said defendants have resided since a few months after the sale, and have resided ever since.

I gave it as my opinion to the said M'r's Slaughter & her attorney in this matter, as well as to her brother-in-law, L. T. Gray, whose depositions have been taken in this case, and who was the friend and advised with her about the property and advantages of making this sale & the purchase of the Culbersan place, in which consultation it was agreed by all of the parties to be much to the advantage of M'r's Slaughter to exchange the proceeds of the sale of the "Packery Place" in the purchase

of the "Culbersan Place," and that the sale of the Packery place should not be made until she, M'r's Slaughter, should first arrange with Roberts, the adm'r, for the purchase of the Culbersan place with the proceeds, which was accordingly done.

71 I know not how many times I was consulted in coming to this conclusion. One of the reasons given for making said sale besides the one above named for the purchase of the Culbersan place by M'r's Slaughter for selling said Packery place was, that it, the said Packery place, was in a very sickly locality, & the lands of a very inferior quality; that she had buried several of the family, white & black, there. I have before stated the consideration & the kind of money, which was Confederate money, and said Roberts, as adm'r of said Culbersan, agreed to and did accept the same as the consideration for said Culberson plantation, which consideration in said Confederate money was so accepted by him because, as he alledged, it would be & it was accepted from him by the creditors of said decedent in settlement of debts due from said decedent, and so far as I know, M'r's Slaughter was advised fully of said terms of sale by said Ward & L. T. Gray, as

72 well as by myself.

If there were any compulsion, coersion, or objection made by her, I never knew or heard of them until the institution of this suit, and if advised against making the sale of the Packery place on any terms.

The taking of the depositions is adjourned until 2 o'clock p. m., Sept. 22d, 1874.

CHA'S HAUGHN,
U. S. Com'r.

U. S. court, western district of Texas.

SEPT. 22*th*, 1874.

Answer to 3rd int'y. After the sale was made, and upon M. T. Slaughter's return from the army, I saw him, and he expressed himself to me, as well as to L. T. Gray, his acknowledgement of thanks for the attentions bestowed upon his wife's business affairs during his absence, and alluded to the sale of the Packery place and the purchase of the Culberson place during his absence in terms of satisfaction. During said M. T. Slaughter's absence and after his return from the army, I frequently saw M'r's E. J. Slaughter at Jefferson, and some time between this & her former home, in which interview she always expressed satisfaction with the trade she had made.

73 Answer to 4th int'y. When consulted with about the sale of the Packery place by L. T. Gray, as the friend and brother-in-law of M'r's Slaughter's, and R. H. Ward as her att'y, I advised with them and her as her neighbor and friend, for what I thought I then thought, and I still think, as for her advantage in this, that the Packery place was not nor could be made a healthy residence nor a valuable home, and because the Culbersan place was and is of much more value than the Packery place, for all the purposes of a valuable, productive, and comfortable home for a family, and for all other purposes save and accept for packing beef, or for slaughter-house purposes.

SAM. F. MOSELEY.

Answer to cross-int'y 1st. I was not the attorney at that time for J. B. Dunn & Co. I do not recollect whether or not I prepared the deed. If I did prepare the deed, I did so as a favor for M'r's

74 Slaughter or her attorney, R. H. Ward. I am of opinion that myself and L. T. Gray, one or both of us, witnessed the deed. Of this I am not certain, because I once sold the head-right certificate of R. E. Hazlewood, which cause the Packery place, as agent of the heirs of said Hazlewood, I was consulted by J. B. Dunn & Co. as to the validity of the title to said land, and I advised them that said title was legal, so far as I know, and I have never at any time expressed my opinion otherwise, though I have not been persistent in making good said title further than the records of this suit will show my acts as attorney.

Answer to 2d cross-int'y. I have not, outside of this suit, or in it, at any time endeavored to prejudice the community by expressions denunciatory of the defendants' claims to the Packery place further than pleadings in this suit, prepared by me as attorney, & which were not intended to operate upon the community to the prejudice of de-
75 fendants' claims, and nothing that I have done, either in word or act, has been done in any il' will to said defendants, being now and at all times on friendly and neighborly terms with them, and I hope ever to be so. When inquired of by parties for information about the claim of defendants to the said Packery place, I have uniformly expressed my opinion in favor of the right, both equitable and legal, of plaintiff Glenn to said premises, of the failure of defendants' claims thereto.

Answer to 3 cross-int'y. I have been the employed attorney of Glenn, the plaintiff in this suit, from the filing of Glenn's petition and preparing the same for injunction against defendants for said premises. I was so employed by Glenn, through his agent Maj. Tho's F. Purnell, about the date of the preparing petition for injunction in this cause, which is referred to for the time of said employment.

Answer to 4th cross-int'y. I was on friendly and neighborly
76 terms with M'r's M. T. Slaughter some years before the sale of the Packery place, and brought suit as her attorney for the recovery of a debt due her from O. M. Cole, which was sued to judgment, and I always conferred freely with her when requested so to do on matters of business during her widowhood and before her marriage with M. T. Slaughter. She did confer with me on her business matters in a free and confidential manner during her widowhood, which consultations were more in regard to her business affairs generally than of a professional or confidential character. I do not remember having acted or consulted with her as her attorney in any other business than that refer'ing to the claim and suit against O. M. Cole above named, though it is possible she may have done so.

Answer to 5th int'y. I did know that M. T. Slaughter was ab-
77 sent from home at the time of the sale of the Packery Place, and in the "Confederate army," and I did not know whether his absence would be temporary or protracted, but I was of the opinion that the chances for his return was against him, and if I advised J. B. Dunn & Co. of these facts I have no recollection. I am certain, however, that R. H. Ward, the attorney of M'r's Slaughter, fully informed J. B. Dunn & Co. of the facts of Slaughter's absence and where he was, and that said property, known as the Packery Place, was the separate property of the said E. J. Slaughter, and that she could make good and legal title thereto in such absence of her husband, in which opinion, if I did not then concur, which I think I did if called upon so to do, I concurred, and I am still of the same opinion, and I have so declared in the petition for injunction in this cause prepared by me.

Ans. to 6th cross-int'y. I was the attorney for Oliver C.
78 Roberts, the adm'r of D. B. Culbersan, deceased, in the matter of the sale of the premises known as the Culbersan plantation, on which the said M. T. & E. J. Slaughter now resides, and have resided continuously, since the sale of the "Packery Place" aforesaid, except for a few months immediately after said sale, and I do know that the said O. C. Roberts received from said E. J. Slaughter the Confederate money paid her for the Packery Place, and I had no advise to give said Roberts about the receipt of said Confederate money for said Culbersan Place, because he had agreed with M'r's E. J. Slaughter to receive the same from her, and had arranged and agreed with the creditors of the said Culbersan estate, as well as for himself, to accept Confederate money in payment for the purchase money of the "Culbersan Place," which was done without advising with me, so far as I now know;
79 but if he did so advise with me, I am of opinion that under the circumstances and agreement with the creditors of said estate I should not have hesitated to advise him to accept it and use it for the payment of said debts.

Answer to 7th cross int'y. I do not know the extent of any my personal relations with said parties may have induced them to have conferred with me freely about said business transactions, nor do I know of any confidential or quasi professional or confidential conversation had with any of these parties further than to express my opinions of the propriety and advantage which would result to the parties that should not be divulged respectively concurred in said transactions as hereinafter stated.

I know of no admissions made by defendants or either of them without a full knowledge of the subject matter referred to in my in-
80 terview with said defendant, E. J. Slaughter, after her removal to the Culbersan Place, and that before referred to with the defendant, M. T. Slaughter, soon after his return from the army, in which they expressed themselves satisfied with said trade as made of the Packing Place and its proceeds applied to the purchase of the Culberson Place.

I never had any such conversation with the defendants or either of them, nor did I ever seek any interviews for that purpose.

I did have an interview with M'r's E. J. Slaughter after the institution of this suit by her husband, at the suggestion of Maj. Purnell, the agents of plaintiff, for the purpose of preparing a compromise of said suit, which she, M'r's E. J. Slaughter, informed me could not make or entertain in the absence of her husband and attorney, which interview was in the storehouse of F. H. Schluter, Jefferson, Texas, in the
81 fall of 1869; and I am of opinion, though not certain, that said F. A. Schluter, and perhaps his son, and L. T. Gray, were present. It occurred during the trial of or some time after the military court sitting in Jefferson for trial of the Stockade prisoners.

In this interview I did not make known what the proposition was, further than to express the desire of plaintiff, through his agent, Purnell, to settle said suit without further expense or litigation.

SAM. F. MOSELEY.

Sworn to and subscribed before me this 22d day of September, 1874.
[SEAL.] CHARLES HAUGHN,
U. S. C. W. D. T.

Sept. 22d, 1874.

82 *Deposition of J. Glenn.*

JOSEPH GLENN
vs.
M. T. SLAUGHTER AND EVELINA J. SLAUGHTER.

Deposition of Joseph Glenn, taken on the 15th day (Friday) of November, A. D. 1872, at the office of Collins & Herron, attorneys, No. 148 Walnut street, in the city of *city of* Cincinnati, in the county of Hamilton, in the State of Ohio, between the hours of 8 o'clock a. m. and 6 o'clock p. m. of said day, to be read in evidence on the part of the complainant, in a certain cause pending in the circuit of the United States, 5th circuit, western district of Texas, wherein Joseph Glenn is plaintiff and M. T. Slaughter and Evelina J. Slaughter are defendants, in pursuance of the enclosed notice. Taken before me, Samuel S. Carpenter, a commissioner, under the laws of the United States, to take depositions, &c., to be used in the courts hereof,
83 duly appointed by the circuit court for the sixth circuit and southern district of Ohio.

Said JOSEPH GLENN, being of lawful age, and duly sworn according to law, deposes as follows, to wit:

Hon. J. C. Callins for complainant.

1st int'y. State whether you have given your deposition before in the controversy involved in this case.

Answer. I am one of the parties in this case, and the sole party in interest against M'r's Slaughter and her husband, M. T. Slaughter. I have given my deposition heretofore in the said controversy, on or about February 14th, 1871.

2d question by same. State whether you had any other interview with M. T. Slaughter on the lands in controversy than the one you refer to in your former deposition.

Answer. I never had any other interview, and never saw M. T. Slaughter on any other occasion before or since, and never have
83 had any other communication with him except on that occasion.

3. Question by same. State whether you are positive as to the time that interview occurred, and whether you have any means of refreshing your memory as to the time, or by which you fix the time.

Answer. I am positive as to the time. I not only recollect it distinctly, but my books show that I left here on or about the 17th of May, 1866, and returned the latter part of June, 1866; and it was during my stay on that occasion that that interview occurred. I have never been there since. This was about four months after I bought the property, and my purchase had been a matter of general publicity during that time, no concealment whatever having been made of the same. J. B. Dunn had given me possession, or to my agent, Thomas F. Purnell, some two or three months previously, and said Purnell had bought for me a large amount of stock and provisions, hired hands, and put in a large crop of cotton, corn, &c., and made numerous repairs.

4th question by same. Can you particularize further as to the conversation between Slaughter and yourself on that occasion?

Answer. In addition to the items given in my former deposition I recollect the following: I asked him what he thought was the best use I could make of the packery upon the premises; whether he though' I could make it pay to rent it or to run it, or whether I could rent it, and

whether he thought it ought not to realize me five thousand dollars at least by wrecking it and selling the materials. As to running or renting it he seemed to have no definite information, or to be able to give any special advice; but as to wrecking it, he said he thought I ought certainly get five thousand dollars out of it, or not less than five
84 thousand dollars. This packery is or was then one of large capacity, and had been erected by J. B. Dunn at a heavy expense after his purchase from M'r's Slaughter. I was informed that it had cost in Confederate money from twenty to twenty-five thousand dollars, as nearly as I can remember, including machinery and fixtures. I cannot say positively there was no building there for that purpose previously, but if there was it was greatly enlarged, if not entirely rebuilt by said J. B. Dunn & Co. I also asked Slaughter's opinion as to establishing a wood-yard for the sale of timber off the place, and I think he replied that he thought it would pay. I think I also asked him as to building a warehouse, the advisability of doing so, for the storage of goods from boats when the water was too low for them to reach Jefferson. I think he expressed himself favorably as to doing so, but
85 cannot distinctly recollect his answer. I also asked his opinion as to buying a saw-mill, and whether he thought it would pay to saw pine lumber for Jefferson, Shreveport, and other points, pine lumber from the land, and as to the quality of the pine for building purposes, but do not recollect what opinion he gave in reply. I inquired of him as to the adaptation of the soil for the cultivation of grapes, fruits, &c. I recollect as to grapes he expressed a most favorable opinion of the suitableness of the soil and climate for their production. I told him that I proposed to send down a variety of grape cuttings and plant them on the place. I questioned him particularly as to the average production of the soil, cotton and other crops, on the place, the expenses of raising cotton on it, and whether he thought I could make cotton-raising pay, &c., to which his answers were favorable, excepting as to the liability of sickness. I discussed and advised
86 with him about a variety of other matters pertaining to improvements on the place which occurred to me as perhaps worth making; to all of which he gave such opinions and information as he was able to do.

I wish to add, that I distinctly and unreservedly informed him of my purchase of J. B. Dunn, and the price that I paid him, all of which, judging from his whole bearing and conversation, he seemed to have been perfectly well aware of previously; and, as stated in my previous deposition, he said he thought it was worth the money. I discussed with him and Purnell the question of building a gin-house, buying a gin, cotton-press, &c., and he then proposed to sell me a press that he had, named the price, and I left the matter to be decided by Major Purnell. The price named was, to the best of my recollection, $150, or thereabout, and I believe Purnell afterward bought it of him at a less price.

I also asked him who were the owners of the land previous to his
87 wife's purchase, and had many; and whether the chain of title (the names in which he gave me) was undisputed, and he replied that it was.

5th question by same. State how long this conversation lasted, and whether it all occurred in one place, and whether any one else was present.

Answer. This interview lasted from about nine o'clock in the morning until about one or two o'clock, he having stayed until one or two o'clock and taken dinner with us. It occurred while we were riding around, he

showing me the boundaries and landmarks of the place, which he had called, at my request, to do; and in and about the house and yard and packery, before and after dinner. Most of the conversation occurred in the presence of Major Purnell.

6th question by same. Had you at that time heard of any exception being taken to your title; what exception did he take to it, if any during that interview?

88

Answer. I never had had the slightest intimation of any exception to my title. He took no exception whatever to it himself during that interview by word, act, or intimation; on the contrary, his whole tone, conversation, and manner indicated, beyond possibility of doubt, his perfect knowledge of the fact of my purchase, and his recognition of the validity of my title. He not only manifest' no dissatisfaction whatever with the sale made by his wife, but seemed to be perfectly contented therewith, and gave his reasons for thus having sold, as stated in my previous depositions.

7th question by same. State where M'r E. Price, former partner of M'r Dunn, and part owner of the property with him, now is.

Answer. I have no definite knowledge on that point, but heard some years ago, and previous to the commencement of this suit, that he had died somewhere in Southern Texas.

89

8th question by same. How long had Dunn & Co. held the property before you bought it?

Answer. I think they bought of M'r's Slaughter, in July, 1863, and Price sold his interest to J. B. Dunn, May 2d, 1865.

9th question by same. At or before the time of your purchase, what had you heard, if anything, in regard to any complaint on the part of M'r's Slaughter, that she had been intimidated in any way into making the sale to J. B. Dunn & Co.?

Answer. I had heard nothing whatever of the kind, and had not the slightest suspicion that M'r's Slaughter could or would set up such a claim; otherwise, I should not have purchased, nor did I ever hear anything of the kind until the institution of this suit about five years after her sale to J. B. Dunn & Co.

JOSEPH GLENN.

90 UNITED STATES OF AMERICA,
Southern District of Ohio, City of Cincinati, ss:

I, Samuel S. Carpenter, a commissioner under the laws of the United States to take depositions, &c., to be used in the courts thereof, duly appointed by the circuit court for the sixth circuit and southern district of Ohio, do certify, that on the 15th day of November, A. D. 1872, between the hours of 8 o'clock a. m. and 6 o'clock p. m. of said day, at the office of Cullins and Herron, attorneys, No. 148 Walnut street, in the city of Cincinnati, in the county of Hamilton, and State of Ohio, being the time and place specified in the annexed notice, before me came personally Joseph Glenn, who, after being carefully examined and cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the cause named in the caption of his deposition, did, in my presence, subscribe the foregoing deposition, after the *the* same had been carefully reduced to writing by me, in his presence, and closed between the hours, on the day and year, and at the place aforesaid; that said witness lives and resides more than one hundred miles from the State of Texas, where the trial of said case above named is to be had; that I am not of counsel or attorney for or to either of the parties in the cause aforesaid, or in any manner whatever interested in the event thereof.

91

In witness whereof I have hereunto set my hand and seal this 15th day of November, A. D. 1872, at the city and district aforesaid.

[SEAL.] SAM'L S. CARPENTER,
United States Commissioner 6th Circuit and Southern District of Ohio.

Commissioner fees, &c., $6, paid by Joseph Glenn.

S. S. CARPENTER,
U. S. Commissioner.

(Endorsed:) Glenn vs. Slaughter, &c. Deposition of Joseph Glenn.

92 *Deposition of Tho's F. Purnell & wife.*

Suit pending in chancery in United States circuit court, western district of Texas, at Tyler.

JOSEPH GLENN
vs.
M. T. SLAUGHTER AND EVELINE J. SLAUGHTER,

Interrogatories propounded by complainant in above cause to Thomas F. Purnell and M'r's Carrie Purnell, of Harrison County, Texas.

Int'y 1st. Are you acquainted with the parties to the above cause?

Int'y 2d. Were you at any time present at an interview or interviews between Joseph Glenn, the complainant in the cause, and the defendant, M. T. Slaughter or Evelina J. Slaughter, or either of them, when the tract of land in controversy in this suit was the subject of conversation; and if so, please state the time, place, and attendant circumstances, and what was said by said defendants or either of them?

Int'y 3rd. If at any other time or times said defendants or
93 either of them have in your presence said anything in regard to the sale of said tract of land by defendant Evelina J. Slaughter to J. B. Dunn & Co., you will please state what was said, by whom, and the time, place, and circumstances under which it was said?

Int'y 4th. If you know of any acts on the part of either of the defendants after the aforesaid sale to J. B. Dunn & Co. indicating satisfaction with said sale, you will please state what the act or acts were, when and where they occurred, who was present, &c.

Int'y 5th. If any improvement' have been placed upon said tract of land since the aforesaid sale to J. B. Dunn & Co., you will please describe, so far as you may know, what the said improvements were, who they were put there by, and when and where, and estimate their value.

Int'y 6th. Have you now any interest in said tract of land? State whether you ever had any interest in it in connection with com-
94 plainant, Joseph Glenn; and, if so, did you ever make any contract in regard to it with any persons, and, if so, with whom, and state whether such contract was performed or forfeited, and when your interest limited, and to whom?

Int'y 7th. Do you know or can you set forth any other matter or any thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination or the matter in question in this cause?

JONES & HENRY,
Solicitors for Comp't.

In United States circuit court in chancery, western district of Texas.

JOSEPH GLENN
vs.
M. T. SLAUGHTER AND E. J. SLAUGHTER.

Cross-interrogatories to Thomas T. Purnell and M'r's Carrie Purnell.

1st cross-int'y. If you say were present at an interview
95 between Joseph Glenn and M. T. Slaughter or Evelina J. Slaughter, state where this interview took place. Was it not at your house? What brought about such interview? How did said Slaughter or his wife happen there? Did the conversation take place at the dinner-table, or what time of day did it occur?

2d cross-int'y. You will please state the time, place, and under what circumstances each of said conversations you may testify about took place, and state what was said and not your inf'rences were from the same.

3d. cross-int'y. At the time J. B. Dunn & Co. took possession of said place how many acres of open land were there under fence and in cultivation, and how many acres are now under fence and in cultivation?

4th cross-int'y. Were there not about 300 acres in cultivation
96 when J. B. Dunn & Co. took possession? And has not since that time a large amount of said land been turned out and the fences removed and drawn in? And how much is left under fence?

5th cross-int'y. State if a large amount of the timber on said land has not been cut down, sold off, and been converted into lumber since said J. B. Dunn & Co. took possession of said land. Has not a large amount of said timber been cut down and carried into Jefferson and sold for firewood? State how much of the timber of said land been so converted, and the value of the same; by whom so converted, and if by the consent of J. B. Dunn & Co., or those holding under them?

6th cross-int'y. If you say J. B. Dunn & Co., or any other person claiming under them, made improvements on said lands, did they not know at the time that M. T. Slaughter had not joined in the sale of said land with his wife?

ROBERTSONS & HERNDON,
Att'y for Respondents.

97 I, W. C. Robards, clerk of the circuit court of the United States for the western district of Texas, do hereby certify that the above and foregoing contains a full, true, and correct copy of the original interrogatories and cross-interrogatories now on file in my office.

Test with seal of said court, at Tyler, this 28 day of July, A. D. 1874.

W. C. ROBARDS, *Clerk.*

Suit pending in chancery in the United States circuit court for the western district of Texas, at Tyler.

JOSEPH GLENN
vs.
M. T. SLAUGHTER AND EVELINA J. SLAUGHTER.

Answers and depositions of Thomas F. Purnell, taken before Thomas W. Stedman, U. S. commissioner for the western district of Texas, in

answer to interrogatories & cross-interrogatories propounded
98 to Thomas F. Purnell and M'r's Carrie Purnell, in the above-entitled cause.

Answer to interrogatory 1st. I am acquainted with the plaintiff Joseph Glenn, and defendants M. T. Slaughter.

Answer to int'y 2d. In the month of May or June, 1866, M. T. Slaughter came to see Joseph Glenn, at my residence in Marion County, to show him the boundary-lines of the property, and while there the land now in dispute was almost constantly the subject of conversation between M'r Glenn and M. T. Slaughter in my presence. M'r Slaughter expressed entire satisfaction with the sale which had been made by his wife to Glenn, and particularly at the dinner-table in the presence of my family he stated that the place was remarkably unhealthy, and mentioned the death of several members of his family there, and stated
99 that his wife had done the best day's work she had ever done in her life, and if she had have had twenty places he only wished she could have done as well with them all. This all occurred at what was at that time my residence in Marion County, Texas.

Answer to int'y 3rd. I had several conversations with defendant, M. T. Slaughter, with reference to the sale of the land now in controversy prior to the institution of this suit, and in no instance did he express any dissatisfaction with the sale of the land by his wife; on the contrary, seemed to be perfectly satisfied. After I had received information of the institution of the suit, however, on my way to Jefferson from my residence, I met defendant, M. T. Slaughter, in the road and there asked him why he had not before this time notified us of his dissatisfaction with the sale of the property. He then stated "that the time
100 had not arrived before this," but that now, by God, the time had come and he was going to have the property or make us pay well for it.

Answer to int'y 4th. I know of no act or acts upon the part of either of the defendants in this cause prior to the institution of this suit expressing any dissatisfaction whatever with the sale of the land by M'r's Slaughter to J. B. Dunn & Co.

Answer to int'y 5th. In the year 1865, when M'r Glenn purchased the property in controversy, or rather negotiated for it, the purchase having been confirmed in 1866, there were large and valuable improvements upon the property, which I was informed had been erected by J. B. Dunn & Co. after they had purchased the land, for the purpose of a beef-packing establishment. This information I derived from M'r Dunn, the defendant M. T. Slaughter, & others whom I consulted about it after
101 the purchase of the property by M'r Glenn. Then more other buildings & improvements added by Mess. Wilson & Son, which they stated, and I believe, cost them twenty-five hundred dollars, but which, in a final settlement with them (Wilson & Son), I paid them $1,500 for M'r Glenn as a compromise. We, that is Glenn and myself, estimated the value of the improvement which had been erected or made by Mess. J. B. Dunn & Co. at the time of our purchase, at fifteen thousand dollars.

Answer to int'y 6th. I have no interest whatever in said tract of land. The only interest that I ever possessed in the land was that at the time of the purchase of the same by Glenn I entered into a written agreement with him that I would purchase the land for him & in his name; that I would cultivate, rent, or sell it, as I deemed best for our mutual
102 interest, holding a power of attorney from him to do this, & was to receive one half of the nett profits arising from any disposition

I saw proper to make of the property. In the fall of 1866 I made a contract with Saunders, Turner & Co., to sell them the property for eleven thousand dollars, one thousand dollars of which was to be in cash and the balance in paper, payable within eight months; only the cash payment was made, and finding those gentlemen in a failing condition, in the winter their beef was seized under a writ of attachment by myself, & replevied by them. They shortly afterwards sold out their contract to Wilson & Son, of New Orleans, who held the property until the institution of the suit by Slaughter and wife vs. Joseph Glenn and others, for the recovery of the property, at which time Wilson & Son turned over the property to M'r Glenn, he paying them for the improve-
103 ments they had put upon the land in the mean time, excepting the amount estimated to be due by Wilson & Son for the rent of the property. My interest in the property ceased soon after the institution of this suit. I never had any interest other than I have specified above.

Answer to int'y 7th. I know of nothing *nothing* further that is material in the cause.

Cross-interrogatories:

Answer to cross-int'y 1st. The interview took place at my residence in Marion County, Texas, in May or June, 1866; it was at the dinner-table & was brought about by the allusion of Slaughter to the good sale his wife had made. It was about one or two o'clock—don't recollect positively.

Answer to cross-int'y 2nd. I have stated all I know on this sub-
104 ject or relative to these matters in my answers to interrogatories 2 & 3 in my direct examination.

Answer to cross-int'y 3rd. I do not know.

Answer to cross-int'y 4th. I do not know; I was not in the county at the time that Mess. J. B. Dunn & Co. took possession of the land, & had no knowledge of the land or place.

Answer to cross-int'y 5th. I have no knowledge of any lumber or timber except about one hundred cords of fallen timber which was sold to boats along the bayou as cord-wood.

Answer to cross-int'y 6th. I know nothing of these matters.

THOMAS F. PURNELL.

THE STATE OF TEXAS,
County of Harrison:

I, Thomas W. Stedman, U. S. commissioner for the western district of Texas, do hereby certify that the answers to the above and fore-
105 going interrogatories and cross-interrogatories were signed and sworn to before me by the said Thomas F. Purnell.

Given under my hand at the city of Marshall, Harrison County, Texas, on this the 26th day October, A. D. 1874.

THOMAS W. STEDMAN,
U. S. Commissioner for the Western District of Texas.

(Endorsed:) Joseph Glenn vs. M. T. Slaughter & E. J. Slaughter. Answers of Tho's F. Purnell to interrogatories & cross-interrogatories.

Suit pending in chancery in United States circuit court, western district of Texas, at Tyler.

JOSEPH GLENN
vs.
M. T. SLAUGHTER AND EVELINA J. SLAUGHTER.

Depositions and answers of M'r's Carrie Purrell, taken before Thomas W. Stedman, U. S. commissioner for the western district of Texas, in answer to interrogatories and cross-interrogatories propounded to Thomas T. Purnell and M'r's Carrie Purnell, in the above-entitled cause.

Answer to interrogatory 1st. I know M. T. Slaughter & the plaintiff; do not know the other defendant.

103 Answer to int'y 2nd. I was present at a conversation between complainant Joseph Glenn and M. T. Slaughter, one of the defendants in this cause, in the month of June, A. D. 1866, a' witnesses house in Marion County, Texas. In speaking of the sale of the tract of land in litigation in this cause, M. T. Slaughter said that he was glad that his wife had sold it, that it was the most unhealthy place in the State, and that he wished that she had twenty places of the same kind to have sold as well.

Answer to int'y 3rd. I never had but this conversation with either of the defendants with reference to this matter.

Answer to int'y 4th. I know of no act or acts upon the part of either of the defendants, further than what I have stated, showing a satisfaction with the sale of said land to J. B. Dunn & Co.

Answer to int'y 5. I know nothing relative to the matter inquired of.

107 Answer to int'y 6th. I have no interest in said tract of land now. I had no interest except that from my husband's interest. I never made any contract with reference to the sale or transfer of the land in controversy in this cause.

Answer to int'y 7th. I know nothing further except the conversation in a very short time of the statement of M. T. Slaughter with reference to the unhealthy condition of the place.

Cross-interrogatories:

Answer to cross-int'y 1st. The interview took place at our home, which was then the place now in litigation in Marion County, Texas. It was a general conversation at the dinner-table, and the question was asked me how I liked the South, and, also, how I liked the place; these question' were asked by M'r M. T. Slaughter, and in further conversation he remarked that it was the best day's work his wife had

108 ever done, and that he wished she had have had twenty places to sell as well.

Answer to int'y 2nd. I never had but the one conversation, which is the one above alluded to, and sufficiently explained.

Answer to int'y 3rd. I do no' know.

Answer to int'y 4th. I know nothing of this.

Answer to int'y 5th. Of this I know nothing.

Answer to int'y 6th. Of this I know nothing.

CARRIE PURRELL.

THE STATE OF TEXAS,
County of Harrison:

I, Thomas W. Stedman, U. S. commissioner for the western district of Texas, do hereby certify that the answers to the above & foregoing interrogatories & cross-interrogatories were signed & sworn to before me by the said Carrie Purnell.

Given under my hand at the city of Marshal, Harrison County,
109 Texas, on this the 26th day of October, A. D. 1874.

THOMAS W. STEDMAN,
U. S. Commissioner for the Western District of Texas.

(Endorsed:) Joseph Glenn vs. M. T. Slaughter and E. J. Slaughter Answer of M'r's Carrie Purn'll to interrogatories and cross-interrogatories.

Depositions of Dunn.

In the circuit court of the United States of America for the western district of the State of Texas. In chancery.

JOSEPH GLENN
vs.
M. T. SLAUGHTER AND EVELINA J. SLAUGHTER. } No. 58.

Interrogatories to be propounded to J. B. Dunn, a witness for the complainant:

1st int'y. Are you acquainted with the parties to this suit? If so, state it; state all, when where your acquaintance commenced with them; when and how long you have known them.

2d int'y. Are you acquainted with a farm or body of land
110 situated in Marion County, Texas, stated in this suit to have once been the separate property of one of the defendants, M'r's Evelina J. Slaughter, and to have been sold and conveyed by her to J. B. Dunn & E. Price, on or about the 21st day of July, 1863, and now claimed in said suit by complainant Joseph Glenn? If so, describe the situation of said farm or body of land as nearly and as fully as you can, and the character of the country around and adjacent to it.

3rd int'y. Are you the J. B. Dunn mentioned in the 2d interrogatory? If so, state it.

4th int'y. Did you and the said E. Price ever purchase the land mentioned in 2d interrogatorys from any one? If so, state from whom, when, and where the purchase took place, what you paid for the land, the amount and to whom you paid it, and when you paid it, state
111 also fully and particularly all that you and the said Price said in reference to the matter of the trade and everything connected with it to the person with whom you made the trade, and all that person said to you and to Price on the subject.

5 int'y. Do you know whether the person from whom you bought said land, mentioned in 2d interrogatory, sold the same willingly or unwillingly? If so, state it, State also particularly all your means of knowing the willingness or unwillingness with which said person sold said land.

6th int'y. Did you and the said E. Price, or either of you, employ any force or threats of any kind whatever to induce the person from whom you bought said land to sell to you? If so, state it fully. State all

that was said and done by you and said Price, or either of you, in order to effect the purchase of said land.

7th int'y. Did you and the said Price, or either of you, ever
112 occupy and possess said farm or body of land mentioned in 2d interrogatory, and place any improvements thereon? If so, state when and for how long a period. State also what improvements you placed on said land, and the value thereof.

8 int'y. Did you know anything about the healthiness or unhealthiness of said farm, mentioned in 2d interrogatory? If so, state all you know about it, and your means of knowing.

9th int'y. Do you know what would be the reasonable value of the rent of said place per annum for farming purposes from the 21st July, 1863, to the present time, taking into consideration the fertility of the soil, the healthiness or unhealthiness of the place, and the facilities for getting to market? If so, state all about it. State also your reasons for your opinions.

10th int'y. Do you know where M. T. Slaughter was at the
113 time you traded for said place? If so, state. State also how long he had been where you say he was at that time.

11th int'y. Did you and E. Price, or either of you, ever promise M'r Evelina J. Slaughter to let her have said place back in case her husband, M. T. Slaughter, disapproved the trade and she wanted to take the place back? If so, state all about it.

12th int'y. Did M'r's Evelina J. Slaughter ever propose to you and E. Price, or either one of you, to take the place back and return you your money? If so, state all about it.

13 int'y. Did you ever have a conversation with M. T. Slaughter in reference to the sale of said place by his wife, Evelina J. Slaughter, to you and Price, at any time? If so, state all he said in said conversation in reference thereto.

JOHN L. HENRY &
TIGNAL W. JONES,
Sol's for Complainant.

114 Cross-interrogatories:

1st. If you say you bought the land in controversy from M'r's C. J. Slaughter, state for what purpose you made the purchase. Did you buy it to put up a beef-packery, and for whom were you to pack the beef; and, if for the Confederate army, did you have a contract to furnish beef, and did you have hands or soldiers detailed from said army to aid you?

2*th*. Did you not tell M'r's Slaughter you wanted the place to pack beef for the army? Was she not told that if she remained on the place, her husband being absent, she would be annoyed by the great number of hands you would have there in the packery?

3rd. Did you not know that M. T. Slaughter, the husband of M'r's Slaughter, was tempora'lly absent in the army at the time you purchased?

4. State whether M'r's Slaughter had at that time a large No.
115 of killing hogs, cattle, and corn and fodder, and provisions, on said place.

5th. In making the trade was it understood that if M'r Slaughter objected to the trade she was to return the money, and did she not afterwards offer to return it, and what kind of money did you pay her for the land?

6th. Would you have complied with your contract to give back the land if she had offered the money back?

7. Did M'r Slaughter ever give you any writing confirming the sale of the land, or sign any deed to you for it? Did you call on him for it or not?

8. How long had M'r Slaughter been absent from home when you bought? Did you ever write to him to get him to sign the deed?

MABRY & ROBERTSON & HERNDON,
Counsel for Def'ts.

(Endorsed:) No. 58. Joseph Glenn vs. M. T. & E. J. Slaughter. In the U. S. cir. court in chancery. Interrogatories to J. B. Dunn. Filed Oct. 15, 1872. W. C. Robard, clerk.

116 This day personally appeared before the undersigned commissioners, appointed by W. C. Robards, clerk of the circuit court of the United States for the western district of Texas, on the 17th day of October, A. D. 1872, JAMES B. DUNN, the witness mentioned in the case of Joseph Glenn vs. M. T. & E. J. Slaughter, No. 58, in said court; and the said Dunn, being duly sworn, made answer to the annexed interrogatories propounded to him by the plaintiffs.

To the first interrogatories the witness answers: He is acquainted with the parties to this suit; became acquainted with M'r's E. J. Slaughter in June, 1863; became aquainted with M. T. Slaughter during the same year; does not recollect the month. Witness says he became acquainted with Joseph Glenn in 1866; have known the parties since that time.

To the 2d int'y the witness answers: I am acquainted with the farm refer'ed to in this 2d interrogatory. The farm lies in Marion County,
Texas, about three miles by land below Jefferson, Texas, on Cy-
117 press Bayou, called Caddo Bell landing. There is about seven hundred acres of land in the tract; perhaps more or less. I think the tract is composed of some two or three different surveys. There was about two hundred acres of land under fence. The character of adjacent and around the farm spoken of is rather of an inferior quality; is not of the best quality of Eastern Texas land.

To the third interrogatory the witness answers: I am the J. B. Dunn mentioned in the second interrogatory.

To the 4th interrogatory the witness answers, and states that he and E. Price purchased the land mentioned in int'y 2d. The purchase was made of Mrs. E. J. Slaughter; the trade was made in June, 1863; deed was not made until some time in July, 1863. The contract was made on the place at M'r's Slaughter's house; she lived on the place at the
time. We paid for the place eight thousand four hundred dol-
118 lars. The payment' were made in Confederate money. Price first paid to M'r's Slaughter three thousand dollars. This payment was made to M'r's Slaughter through her attorney, Robert Ward. Ward and M'r's Slaughter stated to me this payment was made. The balance of the purchase-money was paid to M'r's Slaughter herself in July, 1863, at the time the deed was executed in the clerk's office; and she immediately in my presen*t* passed the money over to other parties (name not now recollected) in payment of a farm that she continued to live on until 1871, and may be living there yet.

In answer to the latter part of this int'y the witness states: In June, 1863, I and E. Price in Jefferson, and wished to purchase a place to pack beef for the Confederate Government, having had the promise of a contract from the Confederate Government. We were examine the country up and down the bayou for a suitable place for packing

beef, and was about closing a contract with Sam'l McFarland for his mill place, about two miles below Jefferson, when Robert Ward,
119 who was the agent and attorney for M'r's Slaughter, informed us that he was authorized by M'r's Slaughter to sell her farm, or if we would go down with him she would sell it to us herself. We went and examined the place; sent and asked her her price for her farm. She priced it at the price we paid for it as stated above, she stating at the time that she could purchase another place that suited her much better, as the place she was selling us was a very unhealthy place, and she could not live there any longer if she could get away.

There was no one present at the time but M'r's Slaughter, M'r Ward, Price, and myself that I recollect of now. I informed M'r's Slaughter that my money was in Shreveport, La, and as soon as I could go there and return I would take the place and pay her the money for it, all of which she agreed to. As we were about leaving, I stated to M'r's Slaughter that perhaps we had better go into writings about the place.
120 She replied there was no use in that; as soon as the money was paid she would make us a deed.

I started to Shreveport, took sick, and did not return for about twenty-five days. When I returned I found that Price had paid her about three thousand dollars. I paid her the balance, making in all eight thousand four hundred dollars. She executed a deed to us in the county clerk's office in Jefferson, Marion County, Texas, at the time. I inquired at the time, in the presence of Sam. F. Mosely, esq., & R. Ward, if M. T. Slaughter, the husband of M'r's E. J. Slaughter, had any interest in the place. I was informed that he had none, and that the title would be good.

To the 5 interrogatory the witnesses answers: She sold it entirely willingly; seemed anxious to sell. My means of knowing this was from conversation had with her on the subject.

To the 6th interrogatory the witness answers: That neither he or the said E. Price used any force or threats whatever to induce the
121 party to make the sale. The sale was entirely voluntary on her part, and the proposition to sell in the first instance came from her through her agent.

To the 7th interrogatory the witness answers: Possession of the place was given us on or about the 1st of August, 1863, and we immediately entered upon the occupancy of the same, and held possession of same jointly until some time in the spring of 1865, when witness bought the interest of said Price to said premises, his interest being one-fourth of same, and he held sole possession of same until about February, 1866, when he sold same to Joseph Glenn, the plaintiff in this suit. During the time we held possession of same we placed improvements thereon to the amount of some four or five thousand dollars in U. S. currency.

To the 8th interrogatory witness answers: The place had been considered very unhealthy, and I found it so while I occupied it.
122 My means of knowing this was from the amount of sickness of myself and my employees while I was in possession of same.

To the 9th interrogatory witness answers: I know nothing of the rental value of lands in that section of the country, being entirely unacquainted with the cultivation of cotton. During the time I was on the place it would have rented for only a very little.

To the 10th interrogatory witness answers: I understood from M'r's Slaughter, and others, that M'r Slaughter was at that time in the Confederate army, but how long he had been there I do not know. He re-

turned home in a few months after our purchase of the place and remained there.

To the 11th interrogatory witness answers: There was no such agreement or understanding; nor did M'r's Slaughter ask such a thing or ever mention such thing.

123 To the 12th interrogatory witness answers: That M'r's Evelina J. Slaughter never made any such proposition to me, nor to said Price that I ever heard of.

To the 13th interrogatory witness answers: I never had any conversation with M'r Slaughter on the subject that recollect of. I met him after his return from the army and was introduced to him, and he visited me frequently at my house and the packing, and always evinced the kindest of feelings towards me.

J. B. DUNN.

To the 1st cross-interrogatory witness answers: I bought the premises for the purpose of putting up a beef-packery, and also as an investment. I had only the promise of a beef-contract at the time, but afterwards did get a beef-contract from the commissary department of the Confederate States army. My hands were all regularly employed men, but a few of them, mechanics, such as I could not get outside of the army, were furnished me from the army.

124 To the 2d cross-interrogatory witness answers: I told M'r's Slaughter that I wanted the place to establish a beef-packery, but said nothing to her about her remaining on the premises, nor did I say anything to her about her being annoyed by the hands, or anything of the kind.

To the 3rd interrogatory witness answers: As already stated in my answer to the 10th direct interrogatory, I heard from M'r's Slaughter that M'r Slaughter was in the army, but did not know anything of the length of time he expected to remain there.

To the 4th cross-interrogatory the witness answers: M'r's Slaughter had, at the time, some hogs, a few cattle, some corn & fodder, & I purchased from her one thousand or more dollars worth of personal property, including a few cows, household & kitchen furniture, wagons, &c., She did not have a great amount of grain on hand at the time.

125 To the 5 cross-interrogatory witness answers: In making the trade, M'r's Slaughter stated that M'r Slaughter had no interest in the farm at all. There was no such understanding at the time, in fact that there was nothing of the kind mentioned by M'r's Slaughter or any one.

M'r's Slaughter never offered to return the money, nor did she or any one else ever ask me to return the place and receive the money back. The money that w' paid for the place was Confederate money.

To the 6 cross-int. the witness answers: There was no such contract. If there had been any such contract, it would have been complied with if M'r's Slaughter had have desired it.

To the 7th cross-int'y the witness answers. Slaughter never gave any writings confirming the sale, nor did he ever sign any deed that I know of; I never called on him for anything of the kind.

To the 8th cross-int'y the witness answers. I do not know how long M'r Slaughter had been absent from home when we made the purchase. I never wrote to him to get him to sign any deed.

J. B. DUNN.

126 STATE OF TEXAS,
Tarrant County, Western District of Texas:

This day personally appeared before the undersigned commissioners James B. Dunn, the witness mentioned in the commission above attached, and who, in our presence, signed the foregoing answers to the above direct and cross interrogatories in the case of Joseph Glenn vs. M. T. & E. J. Slaughter, No. 58, and the witness was duly sworn by us to the said answers to said direct and cross interrogatories, all of which was duly signed and sworn to in our presence.

In testimony whereof we have hereunto signed our names in Fort Worth, this 5th day of November, A. D. 1872.

H. G. HENDRICKS, *Com'ss.*
K. M. VANZANDT, "

(Endorsed:) No. 58. Joseph Glenn vs. M. T. & E. J. Slaughter. Answers of J. B. Dunn, witness.

127 *Deposition of J. Glenn.*

Circuit court of the United States in and for the western district of Texas, at Tyler, Texas, in the 5th circuit.

M. T. SLAUGHTER AND EVELINA J. SLAUGHTER
vs.
JOHN R. WILSON & EDMUND H. WILSON, JOSEPH Glenn, and Thomas F. Purnell.

SOUTHERN DISTRICT OF OHIO,
Cincinnati, ss:

Joseph Glenn, being duly sworn, says that he is advised and verily believes that his own testimony is material and necessary for the defendant in the above-entitled cause. That he, the said Joseph Glenn, resides in the county of Hamilton, in the State of Ohio, more than one hundred miles from the town of Tyler, in the State of Texas, where said court is expected to hold its sessions, and at which said cause is to be tried,
128 and this deponent is informed and verily believes that said above-named plantiffs and their attorneys reside more than one hundred miles from the city of Cincinnati, in the State of Ohio, and also more than 100 miles from the said Glenn's place of residence as aforesaid.

Sworn to and subscribed before, me Samuel T. Carpenter, a commissioner appointed under the laws of the United States by the circuit court thereof for the 6th circuit and southern district of Ohio, at Cincinnati, in said district, this 14th day of February, A. D. 1871.

[SEAL.] SAM'L S. CARPENTER,
U. S. Commissioner 6th Circuit & Southern District of Ohio.

SOUTHERN DISTRICT OF OHIO,
City of Cincin'ati, ss:

Let Joseph Glenn, the witness named in the above affidavit, be examined de bene esse before me accordingly, forthwith, this 14th day of February, A. D. 1871.

[SEAL.] SAM'L L. CARPENTER,
U. S. Commissioner 6th Circuit and Southern District of Ohio.

Deposition of Joseph Glenn.

129 Be it known that on this 14th day of February, in the year 1871, at Cincin'ati, Ohio, in said southern district of Ohio, before me, the above-named Samuel L. Carpenter, a commissioner duly appointed under the laws of the United States by the circuit court thereof for the 6th circuit and southern district of Ohio, and authorized to take depositions, &c., personally appeared JOSEPH GLENN, and made oath that he was advised and verily believes that his, said Glenn's, deposition was material and necessary for the defendants in a case pending in the circuit court of the United States for the 5th circuit and western district of Texas in which M. T. Slaughter and Evelina J. Slaughter were plaintiffs, and John R. Wilson, Edward H. Wilson, Joseph Glenn, and Thomas F. Purnell are defendants; that said Joseph Glenn resides in the county of Hamilton, State of Ohio, more than 100 miles from the town of Tyler, in the State of Texas, where said circuit court is expected to be held, and at which said cause is to be tried; that said deponent was informed and verily believed that said plaintiffs and their attorneys resided more than 100 miles from Cincin'ati, Ohio, and
130 also more than 100 miles from said Glenn's place of residence.

And I was requested on behalf of said defendants that the said Joseph Glenn might be examined in accordance with the act of Congress in such case made and provided. Whereupon I ordered that he be so examined forthwith, no notice being given to the plaintiffs or their attorneys for the reason stated in the affidavit.

And the said Joseph Glenn then and there appearing before me at my office in the said city and district, and being then and there carefully examined and cautioned and duly sworn to testify the truth, the whole truth, and nothing but the truth, says:

1. First question by Judge I. C. Collins for def'ts: State your age, residence, and occupation, and what relation you bear to this suit.

Answer. My age is 44 years. My residence is and has been for 24 years Cincin'ati, Ohio. I was formerly in the wholesa*il* grocery business; since then have been engaged in the publication of a newspaper in this city, of which I am still a stockholder, but not at present in any active business. I am one of the defendants, I believe, in this
131 case. I am the sole and only party in interest against the plaintiffs. The Wilsons have now no interest in the property, nor has Thomas F. Purnell. He has never had any proprietary interest therein.

2. Second question by same: State what interview you ever had with M. T. Slaughter, one of the plaintiffs in this case, where and when it was, what occurred and what conversation, if any, passed between you in regard to the lands and packery you had bought of J. B. Dunn, and particularly in regard to the sale of said property by his wife.

Answer. About the 1st Dec., 1865, I went south with a view of investing in cotton-planting—the means to be furnished by me and the business to be conducted by Tho's F. Purnell. About the latter part of Jan. or first of Feb., 1866, said Purnell and I stopped at Jefferson, Texas. While there I was informed that J. B. Dunn desired to sell his *his* place, bought of M'r's Evelina J. Slaughter, 2¼ or 3 miles below Jefferson, and upon which said Dunn and partner, E. Price, had erected a large beef-packery, and of which place said Dunn (with his partner
132 Price, so long as the latter remained) had been in peaceful and undisputed possession for several years, and from the date of their occupancy. After negotiating with said Dunn for a few hours, I

agreed to purchase the property for ten thousand dollars ($10,000), provided the title proved satisfactory, and left immediately thereafter, authorizing said Purnell to close the purchase after examination of title, and leaving with him drafts for the amount. A few days thereafter I received dispatch from said Purnell stating the title was pronounced perfect, and he accordingly took a warrantee deed from said Dunn and wife, and delivered the drafts, which were cashed on presentation.

A few months afterwards I went down again, and while there (either in May or June, 1866) I sent for M. T. Slaughter to show us the boundaries of the land. The said Slaughter called as requested, rode around the place with Purnell and myself, showed us the lines, took dinner with us afterwards, and was as affable and pleasant as possible. In reply to my inquiry as to whether he thought the property worth
133 as much as I paid for it, he said he thought it was; that with the packery improvements Dunn had made, its location, &c., it certainly ought to be worth that; but that the difficulty was for people to live on it and keep in good health, or words to that effect; and in reply to my inquiry as to their object in selling to Dunn, he said it was on account of the unhealthiness of the locality, his wife and family having suffered therefrom, and having buried either 2 or 3 of their negroes; that but for these causes they would have preferred to have held it and resided there to any place in that vicinity. Various matters pertaining to changes and improvements by me were discussed, upon which he gave his opinion, as also in regard to the comparitive quality of the soil in different fields; wanted to sell me a cotton-press, &c. I disremember the exact language used during the interview (which was in presence of said Purnell); but in no manner whatever did he indicate the slightest dissatisfaction or regret on the part of either himself or wife at the sail she had made, or that she had been under the least compulsory or
134 other involuntary influence of any kind, or intimate any doubt as to my right or title to the property; on the contrary, clearly and unmistakeably indicated by his whole bearing and conversation the bona fide character of the sale on her part and their mutual satisfaction thereat, and the absence of any doubt as to the validity of my title or of any idea or intention of questioning the same, nor did I ever hear of anything to the contrary until this suit was instituted, on the discovery, as I am informed, of some alledged technical or clerical informality in her acknowledgement of her deed to said Dunn, which inspired a hope of dispossessing me of the property which the said M'r's E. J. Slaughter had realized a full consideration for, and which I had bought in good faith.

During my stay in that locality I called on Col. Culbertson, att'y at law in Jefferson, who had examined the title, and, I believe, made out the deed from Dunn and wife to me, and during the conference said Culbertson, whose exact language I cannot now call to mind, gave me to understand that he regarded the title as sound and valid, intiI
135 mating nothing whatever to the contrary; and, relying upon his judgment, I did not suppose any question could be raised on this point until the causes before referred to instigated this suit. In consequence of this belief I had expended largely in the purchase of stock & supplies, making repairs, putting in crops, &c., and had afterwards sold the property to said Wilsons, having remained up to that time in peaceable and undisputed possession, with the full knowledge of said Slaughter and wife. In part owing to the subsequent commencement of this suit, was compelled to compromise with said Wilsons and take the property back, owing to my inability to make them a satisfactory

title with this suit pending, to pay them for improvements which I regarded as of no practical value to me, and thereby suffered serious loss and inconvenience in various ways, besides having been deprived of the use of the property for several years, without any adequate compensation therefor.

JOSEPH GLENN.

And I do further certify that the preceeding deposition of Joseph Glenn was reduced to writing by him in my presence, and by him
136 signed in my presence, and that I am not of counsel or attorney for either of the parties to the said suit, nor am I interested in the event thereof.

Witness my hand and seal, Cincin'ati, February 14th, 1871.

SAM'L L. CARPENTER, [SEAL.]
United States Commissioner, 6th Circuit and Southern District of Ohio.

Fees, &c., $5, paid by Jos. Glenn.

S. L. C.,
[Revenue stamp.] *U. S. Commissioner.*

(Endorsed:) No. 983. Joseph Glenn. Opened by order of court & filed April 29th, 1871. W. C. Robards, clerk.

Depositions of Dunn.

Circuit court of the United States in and for the fifth circuit and western district of Texas.

M. T. SLAUGHTER AND EVELINA SLAUGHTER
vs.
JOHN R. WILSON, EDMUND H. WILSON, JOSEPH Glenn, & Thomas F. Purnell.

CITY OF CINCIN'ATI, *ss:*

137 Joseph Glenn, being duly sworn, says that he is advised and verily believes that the testimony of James B. Dunn is material and necessary for the defendants in the above-entitled case; that said James B. Dunn resides in the county of Garraid, in the State of Kentucky, more than one hundred miles from the town of Tyler in the State of Texas, where said court is expected to hold its sessions, and at which said cause is to be tried, and this deponent is informed and verily believes that said above-naimed plaintiffs and their attorneys reside more than one hundred miles from the city of Cincinnati, in the State of Ohio, and also more than 100 miles from the said Glenn's place of residence aforesaid.

JOSEPH GLENN.

Sworn to and subscribed before me, a commissioner appointed under the laws of the United States, by the circuit court for the sixth circuit thereof & southern district of Ohio, at the city of Cincinnati, in the State of Ohio, this twel'th day of January, in the year eighteen hundred and seventy-one.

[SEAL.] SAM'L L. CARPENTER,
U. S. Commissioner, 6th Circuit and Southern District of Ohio.

138 SOUTHERN DISTRICT OF OHIO,
City of Cincinnati, ss:

Let James B. Dunn, the witness named in the above affidavit, be examined de bene esse, before me accordingly forthwith, this 12th day of January, A. D. 1871.

[SEAL.] SAM'L L. CARPENTER,
U. S. Commissioner 6th Circuit & Southern District of Ohio.

Deposition of James B. Dunn.

Be it remembered that on this 12th day of January, A. D. 1871, at Cincinnati, in said southern district of Ohio, before me, Sam'l L. Carpenter, a duly appointed commissioner under the laws of the United States, appointed by the circuit court thereof for the 6th circuit and southern district of Ohio, and authorized to take depositions, &c., person'l'y appeared Joseph Glenn, and made oath that he was advised and verily believed that the deposition of James B. Dunn was material and necessary for the defendants in a case depending in the circuit court of the United States for the 5th circuit and western district of Texas,
139 in which M. T. Slaughter and E'elina Slaughter were plaintiffs and John R. Wilson and Edmund H. Wilson, Joseph Glenn and Thomas F. Purnell are defendants; that said James B. Dunn resided in the county of Garraid, in the State of Kentucky, more than 100 miles from the town of Tyler, in the State of Texas, where said circuit court is expected to be held, and at which said cause is to be tried; that deponent was informed and verily believed that said above-named plaintiffs and their attorneys resided more than 100 miles from the city of Cincinnati, in the State of Ohio, and also more than 100 miles from the said Glenn's place of residence; and I was requested on behalf of said defendants that the said James B. Dunn might be examined in accordance with the act of Congress in such case made and provided; whereupon I ordered that he be so examined forthwith, no notice being given to the plaintiffs or their attorneys for the reason stated in the affidavit.

And the said Joseph Glenn and his attorney, Hon. Isaac C. Collins, then appearing before me at my office in Cincinnati, Ohio, & the said JAMES B. DUNN being produced and carefully examined and cau-
140 tioned, & duly sworn to testify the truth, the whole truth, and nothing but the truth, says:

1st question. State your name, age, residence, and occupation, and what, if anything, you know of the matters in controversy in this suit.

Answer. My name, J. B. Dunn; age, forty-six; residence, Gerroid Co., K'y; occupation, trader. Prior to June, 1863, I resided in Lexington, K'y. In the fall of 1862 I went to Texas with the view of engaging in the beef-packing business. I had twenty thousand dollars or more of money, and was hunting a location for the purpose of packing beef and hogs. Sometime in the month of June, sixty-three, I arrived in Jefferson, Texas, and came to the conclusion that at that point was the place for me to go into the business of packing beef and hogs.

I then commenced hunting for a good locality in and around the town of Jefferson, Texas. In the course of my negotiations my attention was called by Robert Word, who was attorney for M'r's Evelina J. Slaughter, to certain tracts or parcels of land situated about two and a half or three miles below the town of Jefferson, Texas, belonging
141 in her own right to said M'r's Evelina J. Slaughter, which she was very anxious to sell, and which, he, as her att'y, was authorized to negotiate the sale of.

Thereupon I called with the said Robert Word, and, after examining the property, had an interview, in the presence of her said att'y and my partner, E. Price, with the said M'r's Evelina J. Slaughter, who was then occupying the said premises, and who then and there stated to me and my partner, the said E. Price, that her husband, M. T. Slaughter, was absent in the Confederate army, and that the title of said property was invested in her alone, and that she was anxious to sell the same, owing to the unhealthiness of the locality, and with the proceeds of the same purchase a place which she then had in view, and more healthily suited, all of which was sanctioned and approved of by her said att'y.

After negociating as to terms, in presence of said parties, I agreed to pay her the price she asked for the said real estate, which was eight thousand four hundred ($8,400) in cash, upon my return from Shreveport, L'a, at which point I had left my money.

142 The interview above refurred to was in her own house on said premises; so far as my recol'ection goes there was no one present but the parties named above. Before we parted I said probably we had better draw writings. She said it is not neeessary; there was no danger when she made a trade, and that she would make the deed when the money was paid. She also said he had some other property, such as wagons, household and kitchen furniture. I told her I would see 'bout that when I returned from Shreeveport.

I was detained in Shreevesport longer than I expected on account of sickness. I returned in about twenty-five days. When I did return I learned from M'r's Slaughter and her attorney that M'r Price had payed about three thousand ($3,000) on the purchase.

I consulted Col. Mosely, who was an att'y, to know whether her deed would be good. She got the deed made, and I furnished the money to my partner, and he paid it to her and took the deed. We relied wholely upon Col. Moseley to see that the title was made good.

143 M'r's Slaughter remained on the premises several weeks. We purchased other property from her to the amount of one or two thousand dollars. She purchased the other property she had spoken of with the money she had gotten from us. We went on and improved the property we had bought from her, expending upward of fifteen thousand dollars in improvements, chiefly in a beef-packery. After several months her husband, M. T. Slaughter, returned to his home, and I think remained. We continued to car'y on business there about three years, when I sold out to M'r Glenn, M'r Price having previously sold out his interest to me.

After M'r's Slaughter moved away, she came back to the place several times to look after articles she had left. On such occasions she spoke of the change she had made through the trade, and expressed herself as very much pleased. She at no time expressed herself as dissatisfied, or complained that any advantage had been taken of her. Her hus-

144 band frequently came to the packery; talked pleasantly on various subjects. He seemed to be entirely satisfied, and made no complaint whatever in regard to the sale. Down to the time I sold out and left that locality I never heard from any one *only* complaint about the sale or objection about the title we had taken from M'r's Slaughter, nor did I ever hear of such objection until I was informed of this suit. And further depone*th* sayeth not.

J. B. DUNN.

And I do further certify that the preceding deposition of J. B. Dunn was reduced to writing by him in my presence, and by him signed in my

presence, and that I am not of counsel or attorney for either of the parties to the said suit, nor am I interested in the event thereof.

Witness my hand and seal, Cincin'ati, Ohio, January 12th, 1871.

[SEAL.] SAM'L L. CARPENTER,

U. S. Commissioner 6th Circuit & Southern District of Ohio.

Fees, &c., $5, paid by Joseph Glenn.

S. L. C., *U. S. Comm'r.*

[Revenue stamp.]

145 (Indorsed:) No. 639. Thomas F. Purnell and Joseph Glenn vs. M. T. Slaughter and Evelina J. Slaughter. Petition for injunction and Exhibit A, B, C, D, E, and F. Filed November 12th, 1868. C. T. Garland, clerk, by John G. Boyle, dep'ty. M. T. Slaughter and Evelina J. Slaughter. No. 595. Wilson and E. R. Wilson, and Thomas F. Purnell, and Joseph Glenn.

In the district court of Marion County, State of Texas, in vacation, November 28, 1868.

To the plaintiffs in the above-entitled suit, or H. P. Mabry, esq'r., their attorney of record:

You will take notice that five days after the service of this notice & certified copy of the annexed interrogatories we will apply to the clerk of the district court of said county of Marion for a commission
146 to issue to take the depositions of Larin T. Gray, who resides in said county, and who is sick, and by reason thereof may not be able to attend and testify as a witness at trial of this suit, and when taken will be read as evidence in the trial of said cause.

GLENN & PURNELL,
By MOSELEY, *Attorney.*

Inter'og. 1st. Do you know the parties to this suit, or either of them? If yea, state which you know & how long you have known them.

Inter'og. 2d. You will mark upon the copy of the deed hereto annexed and marked "Exhibit A," & examine the original, filed as exhibit in the papers in this suit, and answer whether or not you were & are the witness to said deed? If yea, state whether or not you held and were duly qualified as an officer of said county of Marion? & if yea, state what office you then held. If you witnessed or attested said deed, state in what capacity you witnessed it.

Inter'og. 3rd. If you answer that you witnessed said deed as clerk of the county court of Marion County, state whether or not you witnessed and attested the same at the instance & request of the maker thereof; and if yea, state whether or not you took her acknowledgement; state
147 what questions you propounded to her, and her answers thereto, touching its execution, and whether or not you examined her privily and apart from her husband, &c., and plaintiff touching and concerning its execution; state whether or not you explained said deed and its contents fully and satisfactory to her; and state whether or not, after such explanation to her and examination made by you, said maker, Evalina J. (the plaintiff), acknowledge' the same to be her act and deed; and state whether or not she, as the maker of said deed, acknowledged it freely and willingly after such explanation and examination so made by you as her free act and deed, and did not wish to retract it.

Intg. 4. State whether or not said M. T. Slaughter was absent at the

time and before the making said deed, and your taking her acknowledgement and examination. If yea, state where he was, and how long he had been absent; and state in what business or employment was he, and how long had he and did he remain absent.

Inter'og. 5th. State whether or not said Evalina J. Slaughter did not have the management, possession and control, and disposition of her separate property, and all other property belonging to her and said M. T. Slaughter while during his absence.

Inter'og. 6th. State whether or not the said M. T. Slaughter had or left any property or means to support or maintain said Evalina J. & her children during his absence; and if you know of your what means said Evalina & her children & her property was *separated* and maintained during his, M. T. Slaughter's, absence, state the means of support, and who furnished them, and all you know about the means and manners of said Evalina's support, and that of her children and
148 property, during her husband's absence. State fully, and your means of knowing.

Inter'og. 7th. State whether or not you know the lands described in said exhibit and deed, and witnessed by you. If yea, state whether or not said lands were, at the time of the making said deed and before, the separate property of the said Evalina J.'s, and state whether or not she did own or possess them and use them as such separate property at the date of said sale; and state whether or not the money paid for said lands was not then and there a fair and full price and value of said lands. If the said Evalina consulted you about the making said sale, state what she said and done, and your advice, if any, to her.

Inter'og. 8th. State whether or not you know what was done with money received by said Evalina J. for said lands. If yea, state all you know of its appropriation. If the said Evalina J. purchased other lands, state what land, and examine the certified copies of the deed for the lands she and the said M. T. Slaughter now reside upon, which copy is filed as exhibit in this suit, and state whether or not such sale of the 1st-named tracts of land and the purchase of the 2d-named tracts on which they resided ever since said sale and purchase is not and has not been of advantage to the interest of plaintiffs, and for their benefit. State where the plaintiffs now live and have lived since
149 the 26th of July, 1863, and state whether or not they have lived upon the means and property of either said Evalina J. or that of said M. T. Slaughter, and state on or out of whose property they lived.

Inter'og. 9th. State whether or not said plaintiffs, Evalina J. & M. T. Slaughter, have not been in the full, free, and lawful possession of the lands & property purchased by the said Evalina J. with the proceeds of the sale of the lands sold to J. B. Dunn & Co. in July, 1863, and are they not now in the peac'able, quiet, and lawful possession thereof? State fully and all your means of knowing.

Inter'og. 10th. State whether or not you ever heard M. T. Slaughter, upon his return and after his first return home from the army, after said land was sold by Evalina J. to J. B. Dunn & Co., say anything about said sale and the purchase of other lands & property with the proceeds thereof. If yea, state as fully as you know and can recollect what he (M. T. Slaughter) did say. State fully, and your means of knowing what he did say of said purchase and sale of said lands.

Inter'og. 11th. State all facts and circumstances known to you showing that said sale of said lands sold to J. B. Dunn & Co. by plaintiff E. J. Slaughter was fair and for her benefit, & that said M. T. Slaughter was absent, his return home uncertain, and his approval of said sale,

and the appropriation of the proceeds of said sale by the said
150 Evalina J. after his return home. State as fully and specially as if you were specially inter'ogated.

PURNELL & GLENN,
By SAM. F. MOSELEY,
Attorney.

Annexed copy of deed to the foregoing inter'ogatories.

THE STATE OF TEXAS,
Marion County:

Know all men by these presents that I, Evalina J. Slaughter, formally Evalina J. Crutcher, of said State and county, for the sum of eight thousand four hundred dollars to me paid by J. B. Dunn & Co., the receipt of which is hereby acknowledged, I hereby sell and convey unto the said J. B. Dunn & Co., their heirs and assigns, the following described tracts of land situated in said county of Marion surveyed and patented by virtue of the head-right certificate issued to Richard Hazlewood, one survey of 320 acres begin'ing at the N. W. corner of a survey of 320 acres made for R. W. Nesmith, assignee of said Hazlewood, from which bears a pine N. 55, E. 7 v'rs.; thence east 1,344 v'rs. a stake in Cypress Pond, from which a persimmon bears N. 20, W. 8. v'rs a willow-oak bears N. 45, W. 8. v'rs. both marked "N." Thence north 1,158 v'rs. to the E. bank of Black Cypress, from which a white oak bears S. 25° W. 3 v'rs.; thence with the meanders of the same N. 60, W. 200 v'rs.; thence N. 90 v'rs. to a stake from which a gum bears N. 30 E. 7
151 v'rs.; thence west 1,144 v'rs. a stake from which a red oak bears S. 43° E. 4 v'rs, thence south 1,360 v'rs. to the beginning.

Also 320 acres beginning at a stake 100 v'rs. north of the S. E. corner of a survey in the name of John Humphreys from which a holly marked R. W. Caan S. 40, E. 4 v'rs. a white oak same mark bears N. 5, E. 4 v'rs.; thence north with east line of said Humphreys' survey 1,340 v'rs. to a stake from which a black oak marked R. W. N. bears N. 84° east, 5 v'rs.; thence east 1,350 v'rs, to corner on banks of Black Cypress inaccessable in high water; thence south 1,340 v'rs. to a stake, from which a water-oak marked R. W. N., N. 45, W. 13 v'rs., a water-oak same mark bears N. 71, W. 10 v'rs.; thence west 1,340 v'rs. to the beginning.

Also sixty acres, more or less, lying immediately south of the last-named survey fronting on the Big Cypress Bayou, including the wood-yard and steamboat-landing, being a part of the homestead of the said Slaughter, to have and to hold said tracts of land unto them the said J. B. Dunn & Co., their heirs and assigns, together with all the improvements and rights thereunto belonging or in any wise appertaining, free from me, my heirs, and assigns forever, the title to which I hereby warrant unto the said J. B. Dunn & Co., heirs and assigns, against all persons whomsoever lawfully claiming the same, or any part thereof.

152 Given under my hand and scroll for seal, this the 21st day of July, A. D. 1863.

E. J. SLAUGHTER. [SEAL.]

L. T. GRAY, *County Clerk.*

(Endorsed on back of deed:) M'r's E. J. Slaughter to J. B. Dunn & Co., deed. Inter'ogatories and exhibits to Lewis T. Gray, defendants. Filed July 21st, A. D. 1863, at 4 o'clock p. m. L. T. Gray, county clerk.

(2nd endorsement on same No. E. J. & M. T. Slaughter vs. Wilson & Wilson, & Purnell & Glenn. Inter'ogatories to L. T. Gray, witness for defendants.

Cross-inter'ogs by plaintiffs:

1st inter'og. Do you not know that plaintiffs, said E. J. Slaughter, was threatened with impressment unless she sold the land? For what purpose did J. B. Dunn & Co. want to use the land? Did they not want it for the purpose of building thereon a pork and beef packery? Were they not packing beef for the use of the Confederate States Government after they acquired the land; and was not that the purpose or object to be accomplished in buying it? Did they, or any other person, tell plaintiff, E. J. Slaughter, that unless she sold, it, or a part of it, would be impressed for the purpose of putting this packery on it?

153 Did she not tell you that she would be afraid to live there during M. T. Slaughter's absence if a packery should be put up there?

2nd cross-inter'og. Were plaintiffs, M. T. Slaughter and Evalina J. Slaughter, husband and wife? When were they married, and have they been living together as husband and wife since their marriage? Where did they marry? Has the absence of M. T. Slaughter from home been temporary and while he was in the army of the Confederate States? Were they ever divorced or permanently separated?

Cross-inter. 3rd. What was paid to E. J. Slaughter for the land?

Cross inter. 4th. If you answer that you put the certificate of acknowledgement to the deed, did E. J. Slaughter direct you what kind of certificate to it? Did she tell you anything about this at all?

Cross-inter'og. 5th. Do you live in the county of Marion, in the State of Texas, and have you so lived in said county continuously since 1860?

Cross-inter'og. 6th. Did you persuade her to accept the proposition of sale of the land to J. B. Dunn & Co., and what was your reasons therefor? Did you not tell her that if she did not sell that the place would be taken from her by impressment under and by authority of the Confederate States Government? Do you believe now that it was a good sale? What is that money worth now?

Cross-inter'og. 7th. Did you not take the acknowledgement in

154 the same manner that you took the acknowledgement of other people at the time? Did you not know at the time that M. T. Slaughter was the husband of E. J. Slaughter? Was it not expected that M. T. Slaughter would return home in the course of time?

Cross-inter'og. 8th. Did J. B. Dunn & Co. accept the deed given by E. J. Slaughter at that time without complaint, and did they not accept such rights under it as that deed or pretended deed gave? Did they not take under that deed such rights as it gave them? Did they expect other or different deeds of conveyance? Did they appear satisfied with what they had got? Did M. T. Slaughter ever give any other deed or conveyance, or any deed at all?

H. P. MABRY,
Att'y for Plaintiffs.

(Endorsed:) No. 595. M. T. & E. J. Slaughter vs. Wilson et al. Filed Nov. 20th, 1868. C. T. Garland, Clerk, by John G. Boyle, Deputy.

Inter'ogatories to Lewis T. Gray.

In the district court, Marion County, State of Texas, in vacation, November 18th, 1868.

M. T. SLAUGHTER & E. J. SLAUGHTER
vs.
WILSON AND E. R. WILSON & THOMAS F. Purnell & Joseph Glenn. } No.

To the plaintiffs in the above suit or H. P. Mabry, esq., their att'y of record:

155 You will take notice that five days after the service of this notice & certified copy of annexed inter'ogatories we will apply to the clerk of the district court of said county of Marion for a commission to issue to take the depositions of Lewis T. Gray, who resides in said county, and who is sick, by reason thereof may not be able to attend and certify as a witness at the trial of said cause.

GLENN & PURNELL,
By H. P. MABRY, *Att'y.*

Inter'ogatory 1st. Do you know the parties to this suit or either of them? If yea, state which one you know and how long you have known them.

Inter'og. 2nd. You will then look upon the copy of the deed hereto annexed and marked "Exhibit A," and examine the original filed as exhibit in the papers in this suit, and answer whether or not you were and are the witness to said suit. If you state whether or not you held and were duly qualified as an officer of said county of Marion, and, if yea, state what office you then held; and if you witnessed or attested said deed, state in what capacity you witnessed it.

Inter'og. 3rd. If you answer that you witnessed said deed as clerk of the county court of Marion County, state whether or not you witnessed & attested the same at the instance & request of the maker
156 thereof; &, if yea, state whether or not you took her acknowledgement to said deed; if yea, state what questions you propounded to her, and her answers thereto touching its executions; and whether or not you examined her prively and apart from her husband, &c., and plaintiffs, touching any concerning its execution. State whether or not you explained said deed, its contents, fully and satisfactory to her; and state whether or not, after such explanation to her & examination made by you, said maker, Evalina J. (the pl't'ff), acknowledges the same to be her act and deed; and state whether or not she, as the maker of said deed, acknowledged it freely and willingly, after such explanation and examination so made by you, as her free act and deed, and did not wish to retract it.

Inter'og. 4th. State whether or not said M. T. Slaughter was about at the time & before the making said deed and your taking her acknowledgment and examination. If yea, state where he was and how long he had been about, and state in what business or employment was he, and how long had he & did he remain about.

Inter'og. 5th. State whether or not said Evalina Slaughter did not have the management, possession, and control and disposition of her separate property and all other property belonging to her and
157 said M. T. Slaughter while and *and* during his absence.

(2nd endorsement on same No. E. J. & M. T. Slaughter vs. Wilson & Wilson, & Purnell & Glenn. Inter'ogatories to L. T. Gray, witness for defendants.

Cross-inter'ogs by plaintiffs:

1st inter'og. Do you not know that plaintiffs, said E. J. Slaughter, was threatened with impressment unless she sold the land? For what purpose did J. B. Dunn & Co. want to use the land? Did they not want it for the purpose of building thereon a pork and beef packery? Were they not packing beef for the use of the Confederate States Government after they acquired the land; and was not that the purpose or object to be accomplished in buying it? Did they, or any other person, tell plaintiff, E. J. Slaughter, that unless she sold, it, or a part of it, would be impressed for the purpose of putting this packery on it?

153 Did she not tell you that she would be afraid to live there during M. T. Slaughter's absence if a packery should be put up there?

2nd cross-inter'og. Were plaintiffs, M. T. Slaughter and Evalina J. Slaughter, husband and wife? When were they married, and have they been living together as husband and wife since their marriage? Where did they marry? Has the absence of M. T. Slaughter from home been temporary and while he was in the army of the Confederate States? Were they ever divorced or permanently separated?

Cross-inter. 3rd. What was paid to E. J. Slaughter for the land?

Cross inter. 4th. If you answer that you put the certificate of acknowledgement to the deed, did E. J. Slaughter direct you what kind of certificate to it? Did she tell you anything about this at all?

Cross-inter'og. 5th. Do you live in the county of Marion, in the State of Texas, and have you so lived in said county continuously since 1860?

Cross-inter'og. 6th. Did you persuade her to accept the proposition of sale of the land to J. B. Dunn & Co., and what was your reasons therefor? Did you not tell her that if she did not sell that the place would be taken from her by impressment under and by authority of the Confederate States Government? Do you believe now that it was a good sale? What is that money worth now?

Cross-inter'og. 7th. Did you not take the acknowledgement in

154 the same manner that you took the acknowledgement of other people at the time? Did you not know at the time that M. T. Slaughter was the husband of E. J. Slaughter? Was it not expected that M. T. Slaughter would return home in the course of time?

Cross-inter'og. 8th. Did J. B. Dunn & Co. accept the deed given by E. J. Slaughter at that time without complaint, and did they not accept such rights under it as that deed or pretended deed gave? Did they not take under that deed such rights as it gave them? Did they expect other or different deeds of conveyance? Did they appear satisfied with what they had got? Did M. T. Slaughter ever give any other deed or conveyance, or any deed at all?

H. P. MABRY,
Att'y for Plaintiffs.

(Endorsed:) No. 595. M. T. & E. J. Slaughter vs. Wilson et al. Filed Nov. 20th, 1868. C. T. Garland, Clerk, by John G. Boyle, Deputy.

Inter'ogatories to Lewis T. Gray.

In the district court, Marion County, State of Texas, in vacation, November 18th, 1868.

M. T. SLAUGHTER & E. J. SLAUGHTER
vs.
WILSON AND E. R. WILSON & THOMAS F. Purnell & Joseph Glenn. } No.

To the plaintiffs in the above suit or H. P. Mabry, esq., their att'y of record:

155 You will take notice that five days after the service of this notice & certified copy of annexed inter'ogatories we will apply to the clerk of the district court of said county of Marion for a commission to issue to take the depositions of Lewis T. Gray, who resides in said county, and who is sick, by reason thereof may not be able to attend and certify as a witness at the trial of said cause.

GLENN & PURNELL,
By H. P. MABRY, *Att'y.*

Inter'ogatory 1st. Do you know the parties to this suit or either of them? If yea, state which one you know and how long you have known them.

Inter'og. 2nd. You will then look upon the copy of the deed hereto annexed and marked "Exhibit A," and examine the original filed as exhibit in the papers in this suit, and answer whether or not you were and are the witness to said suit. If you state whether or not you held and were duly qualified as an officer of said county of Marion, and, if yea, state what office you then held; and if you witnessed or attested said deed, state in what capacity you witnessed it.

Inter'og. 3rd. If you answer that you witnessed said deed as clerk of the county court of Marion County, state whether or not you witnessed & attested the same at the instance & request of the maker
156 thereof; &, if yea, state whether or not you took her acknowledgement to said deed; if yea, state what questions you propounded to her, and her answers thereto touching its executions; and whether or not you examined her prively and apart from her husband, &c., and plaintiffs, touching any concerning its execution. State whether or not you explained said deed, its contents, fully and satisfactory to her; and state whether or not, after such explanation to her & examination made by you, said maker, Evalina J. (the pl't'ff), acknowledges the same to be her act and deed; and state whether or not she, as the maker of said deed, acknowledged it freely and willingly, after such explanation and examination so made by you, as her free act and deed, and did not wish to retract it.

Inter'og. 4th. State whether or not said M. T. Slaughter was about at the time & before the making said deed and your taking her acknowledgment and examination. If yea, state where he was and how long he had been about, and state in what business or employment was he, and how long had he & did he remain about.

Inter'og. 5th. State whether or not said Evalina Slaughter did not have the management, possession, and control and disposition of her separate property and all other property belonging to her and
157 said M. T. Slaughter while and *and* during his absence.

Inter'og. 6th. State whether or not the said M. T. Slaughter had or left any property or means to support or maintain said Evalina J. & her children during his absence; and if you know of your to what means said Evalina & her children & her property was supported & maintained during his, M. T. Slaughter's, absence? State the means of support and who furnished them, & all you know about the means and manner of said Evalina's support, and that of her children and property, during her husband's absence. State fully your means of knowing.

Inter'og. 7th. State whether or not you know the lands described in said exhibits and deed, and witnessed by you. If yea, state whether or not said lands were at the time of the making of said deed & before the separate property of said Evalina J.; and state whether or not she did own, claim, or possess them, use them as such separate property at the date of said sale; and state whether or not the money paid for said lands was not then and there a fair and full price and value of said lands; and if the said Evalina consulted you about the making said sale. State what she said and done, and your advice, if any, to her.

158 Inter'og. 8th. State whether or not you know what was done with money received by said Evalina J. for said lands, if you state all you know of it approp'iations. If the said Evalina J. purchased other lands, state what land, and examine the certified copy of the deed for the lands she and the said M. T. Slaughter now reside upon, which copy is filed as exhibit in this suit; and state whether or not such sale of the first-named tracts of land, and the purchase of the said named tracts on which they have resided ever since said sale and purchase, is not and has not been of advantage to the interest of plaintiffs and for their benefits. State whether the plaintiffs now live, and have live' since the 25th, 1863; & state whether or not they have lived upon the means and property of either said Evalina J. or that of said M. T. Slaughter; and state and what and whose property have they lived.

Inter'og. 9th. State whether or not said plaintiffs, Evalina J. & M. T. Slaughter, have not been in the full, free, and lawful possession of the lands and property purchased by the said Evalina J. with the proceeds of the sale of the lands sold to J. B. Dunn & Co. in July, 1863. Are they not now in the peac'able, quiet, & lawful possession thereof? State fully and all your means of knowing.

159 Inter'og. 10th. State whether or not you ever heard M. T. Slaughter, upon his return & after his first return home from the army after said lands was sold by Evalina J. to J. B. Dunn & Co., say anything about said sale & the purchase of other lands & property with the proceeds thereof, and can recollect what he (M. T. S.) did say. State fully, and your means of knowing, what he did say of said purchase & sale of said lands.

Interrog. 11th. State all facts and circumstances known to you showing that said sale of land sold to J. B. Dunn & Co. by plaintiffs, E. J. Slaughter was fair and for her benefit, and that said M. T. Slaughter was absent & his return home uncertain, & his approval of said sale and the appropriations of the proceeds of said sale by the said Evalina J. after his return home. State as fully and specially, and if you were interrogated.

PURNELL & GLENN,
By SAM F. MOSELY,
Attorney.

EXHIBIT.

THE STATE OF TEXAS,
Marion County:

Know all men by these presents that I, Evalina J. Crutcher, of said State and county for the of eight thousand four hundred dollars, to me paid by J. B. Dunn & Co., the receipt of which is hereby acknowledged, I hereby sell and convey unto the said J. B. Dunn & Co., their heirs and assigns, the following-described tracts of land, situated in said county of Marion, surveyed and patented by virtue of the head-
160 right certificate issued to Richard Hazlewood, one survey, 820 acres: Beginning at the N. W. corner of a survey of 320 acres made for R. W. Nesmith, assignee of said Hazlewood, from which bears a pine N. 55 E. 7 v'r's; thence east 1,344 v'r's, a stake in Cypress Pond, from which a persimmon bears N. 20 W. 8 v'r's, a willow oak bears N. 45 W. 8 v'r's, both marked "N"; thence north 1,158 v'r's to the S. bank of Black Cypress, from which a white oak bears S. 25° W. 3 v'r's; thence, with the meanders of the same, N. 60° W. 200 v'r's; thence N. 90 v'r's to a stake from which a gum bears N. 30 E. 7 v'r's; thence west 1,144 v'r's, a stake from which a red-oak S. 43° E. 4 v'r's; thence south 1,360 v'r's to the beginning. Also 321 acres beginning at a stake 100 v'r's north of the S. E. corner of a survey in the name of John Humphreys, from which a holly, marked R. W. Coon, S. 40 E. 4 v'r's; a white-oak, same mark, bears N. 5 E. 4 v'r's; thence north, with E. line of said Humphreys' survey, 1,340 varas to a stake, from which a black-oak, marked R. W. N., bears N. 84° E. 5 v'r's; thence east 1,350 v'r's to corner on bank of Black Cypress, inaccessable in high-water; thence south 1,340 v'r's to a stake, from which a water-oak, marked R. W. N., 45 W. 13 v'r's; a water-oak, same mark, bears N. 71 W. 10 v'r's; thence west 1,340 v'r's to the beginning.

161 Also sixty acres, more or less, lying immediately south of the last-named survey, fronting on the Big Cypress Bayou, including the wood-yard and steamboat landing, being a part of the homestead of the said Slaughter.

To have and to hold said tracts of land unto them, said J. B. Dunn & Co., their heirs and assigns, together with all the improvements and rights thereunto belonging or in anywise appertaining, free from me, my heirs and assigns, forever. The title to which I hereby warrant unto the said J. B. Dunn & Co., heirs and assigns, against all persons whomsoever lawfully claiming the same, or any part thereof.

Given under my hand and scroll, for seal, this 21st day of July, A. D. 1863.

E. J. SLAUGHTER. [SEAL.]

L. T. GRAY,
County Clerk.

Cross-inter'ogatories by plaint'ffs:

Cross-inter. 1st. Do you not know that plaintiff, said E. J. Slaughter, was threatened with impressment unless she sold the land? For what purpose did J. B. Dunn & Co. want to use the land? Did they not want it for the purpose of building thereon a pork or beef packery? Were they not packing beef for the use of the Confederate States Govern-
ment after they acquired the land; and was not that the purpose
162 or object to be accomplished in buying it? Did they or any other person tell plaintiff E. J. Slaughter that, unless she sold it, it, or a part of it, would be impressed, for the purpose of putting the packery

on it? Did she not tell you that she would be afraid to live there during M. T. Slaughter's absence if a packery should be put up there?

Cross-inter. 2d. Were plaintiffs, M. T. Slaughter and Evalina J. Slaughter, husband and wife? When were they married; and have they been living together as husband and wife since their marriage? Where did they marry? Has the absence of M. T. Slaughter from home been temporary, and while he was in the army of the Confederate States? Were they ever divorced or perman'tly separated?

Cross-inter. 3rd. What was paid to E. J. Slaughter for the land?

Cross-inter. 4th. If you answer that you put the certificate of acknowledgement to the deed, did E. J. Slaughter direct you what kind of a certificate to it? Did she tell you anything about this at all?

Cross-inter. 5th. Do you live in the county of Marion, in the State of Texas, and have you so lived continuously since 1860?

Cross-inter. 6th. Did you persuade her to accept the proposition
163 of sale of the land to J. B. Dunn & Co., and what was your reasons therefor? Did you not tell her that if she did not sell that the place would be taken from her by impressment, under and by authority of the Confederate States Government? Do you believe now that it was a good sale? What is the money worth now?

Cross-inter. 7th. Did you not take the acknowledgement in the same manner that you took the acknowledgements of other people at the time? Did you not know at the time that M. T. Slaughter was the husband of E. J. Slaughter? Was it not expected that M. T. Slaughter would return home in the course of time?

Cross-inter. 8th. Did J. B. Dunn & Co. accept the deed given by E. J. Slaughter at the time without complaint, and did they not accept such rights under it as that deed or pretended deed gave? Did they not take under that deed such rights as it gave them? Did they expect other or different deeds or conveyance? Did they appear satisfied with what they had got? Did M. T. Slaughter ever give any other deed or conveyance, or any deed at all?

H. P. MABRY,
Att'y for Plaintiffs.

Certificate of clerk.

THE STATE OF TEXAS,
Marion County:

I, C. T. Garland, clerk of the district court, in and for the county of Marion, hereby certify that the above and foregoing is a full and
164 a correct copy of inter'ogatories propounded to L. T. Gray, in a case in which M. T. Slaughter and E. J. Slaughter are plaintiffs against Wilson et als., defendant, now on file in my office. Witness, C. T. Garland, clerk of the district court of Marion County.

Given under my hand and the seal of said court at office in the city of Jefferson, this the 25th day of November, A. D. 1868.

C. T. GARLAND,
C. D. C. M. C.,
By JOHN G. BOYLE,
Deputy.

Commission.

THE STATE OF TEXAS,
Marion County:

To any notary public, county judge, or clerk of the district court, in and for the county of Marion, State of Texas, greeting:

We hereby require you to cause L. T. Gray, a resident of your county, to come before you at such time and place as you may appoint, and that you then and there carefully and fully examine him upon his oath, first to be taken before you, touching the annexed inter'ogatories.

1st. That you reduce his answers so taken writing in proper form, and cause the same to be subscribed and sworn to by said witness.

2nd. That you certify under your hand and seal of office that said answers were sworn to and subscribed before you.

165 3rd. That you seal up in an envelope the answers so taken together with the annexed inter'ogatories and this commission, with your name across the seal.

4th. That you endorse on the envelope the names of the parties to this suit, and the name of said witness.

5th. That you direct the package to the clerk of the district court of Marion County, Jefferson, Texas.

6th. That if the said package is sent by mail, the postmaster, or his deputy, shall endorse thereon that he received it from your hands, and sign his name thereto; or if you entrust it to private conveyance, as provided by the statute, you will apprize the person receiving it that it must be delivered to the clerk of this court, by himself in person; which evidence, so taken as above, is to be used on the trial of a suit now pending in the district court of Marion County, in said State of Texas, wherein M. T. & E. J. Slaughter are plaintiffs, and Wilson & E. R. Wilson & Thomas F. Purnell & Joseph Glenn, defendants.

Herein fail not, but make due return of this writ.

Witness C. T. Garland, clerk of the district court for the county of Marion, and his seal of office, at Jefferson, this 25th day of November, A. D. 1868.

C. T. GARLAND,
C. D. C. M. C.,
By JOHN G. BOYLE,
166 *Deputy.*

(Endorsed:) No. 595. E. J. & M. T. Slaughter vs. Wilson & Wilson, & Purnell & Glenn. Inter'ogatories to Lewis T. Gray, witness for defendants.

(Endorsed by plaintiff's att'y:)

Service of the within inter'ogatories are hereby waived and acknowledged; but the right to make all legal exceptions thereto, and the answers thereto, is hereby reserved.

H. P. MABRY,
Att'y for Plaintiffs.

Caption to answers of L. T. Gray to the foregoing inter'ogatories.

THE STATE OF TEXAS,
County of Marion:

By virtue of a commission to me directed from the office of the clerk

of the district court of Marion County, Texas, in a suit now pending in said court, in which suit Thomas F. Purnell & Joseph Glenn are plaintiffs, and M. T. Slaughter and Evalina J. Slaughter are defendants, have caused LEWIS T. GRAY, the witness named in said commission, to appear before me, and after being duly sworn, true answers to make to all inter'ogatories propounded to him, and accompanying said commission, he the said witness answering says, to wit:

Ans. to inter. 1st. I know M. T. Slaughter; have known him
167 about twelve years. I have known E. J. Slaughter, plaintiff, nearly thirty years. I have known Thomas Purnell nearly two years. I do not know the other defendants, Wilson & Glenn; my acquaintance with Purnell is slight.

Ans. to inter. 2nd. I have examined the copy of the deed filed with these inter'ogatories as exhibit, and also the original deed. I was a witness to said deed, and signed my name as witness. I then was, at the time I witnessed said deed, duly qualified and commissioned as clerk of the county court of Marion County, Texas, and witnessed it in my capacity as such county clerk.

Ans. to inter. 3rd. I witnessed and attested said deed at the request of M'r's E. J. Slaughter, the maker thereof. I took her acknowledgement to said deed. I asked her if she acknowledged it to her act and deed, for the uses, purposes and considerations as therein stated and expressed; she answered that she did. I cannot remember positively what other questions were propounded to her or what answers were made, but I think I asked all the questions usually asked by county clerks, in taking acknowledgements as required by the statute. She signed the deed after an explanation of its contents made by me to her. Her husband, M. T. Slaughter, was at that time *was* absent in the army. After
the examination and explanation of the contents to her by me
168 she signed the deed and acknowledged it to be her act and deed. She acknowledged it, so far as I could tell, freely and willingly.

Ans. to inter. 4th. At the time of the making the deed, M. T. Slaughter was absent. He had been absent about four months, not less than four months. He was a soldier in the Confederate army. He was absent for more than twelve months; I cannot remember pos'tively how long.

Ans. to inter. 5th. Evalina J. Slaughter had the management, control, and possession of all the property belonging to her and her husband, and to her separately, and the disposition of it during his M. T. Slaughter's absence.

Ans. to inter. 6th. I do not know that M. T. Slaughter had any property or means at the time of their marriage; she had lands, houses, provisions, and stock of all kinds which remained in her possession and control during his M. T. Slaughter's absence, and furnished, I suppose, a support and maintenance for her and her children. I know of no other support they had; I only know that she had property and means, negroes, stock, provisions sufficient to support herself and children. I had been on the place frequently; saw the property there; have no other means of knowing.

Ans. inter'og. 7th. I know the lands described in exhibit and
169 deed. They were at the time of making said deed, and before then, the separate property of the said Evalina J. Slaughter; she owned, used, possessed, and controled them as her own separate property up to the date of said deed. I cannot say whether it was a full and fair price that was paid for the land. The price paid was about what lands of like character were selling for in the county at the time

of the sale; at that time lands had no fixed or certain value, and but few sales were being made. I was never consulted about making the sale. Was absent at the time the trade was made. Never gave any advice about it.

Ans. to inter. 8th. I know what was done with most of the money received by Evalina J. Slaughter for said land. With six thousand dollars of it she purchased the land in Harrison County, Texas, of O. C. Roberts; the place known as the Culberson place. She purchased it in July, 1863. She moved to it soon after the purchase, and has resided upon it ever since. It has been of an advantage, interest, and to the benefit of plaintiffs.

Ans. to inter. 9th. They are now, have been, in full and quiet possession of the lands purchased of the said O. C. Roberts. I know it from the facts that I have been at their house frequently, and have
170 seen them on the place in full possession.

Ans. to inter. 10th. I heard M. T. Slaughter speak of the sale of the land and purchase of other land with the proceeds by his wife shortly after his return home. I do not remember the words and language used by him; I remember only that he expressed himself as dissatisfied with the sale and purchase, and that he thought his wife had made a bad bargain.

Ans. to inter. 11th. I only know that M'r's E. J. Slaughter sold the land and purchased others, and that so far as I know the sale at the time was a fair one, that M. T. Slaughter was at the time of the sale absent in the army, and that the proceeds of the sale were appropriated to the purchase of other lands as before stated by me. I know of nothing that was purchased or what appropriations of money were made after M. T. Slaughter's return to his home. I remember nothing further.

L. T. GRAY.

Sworn to and subscribed before me this 26 January, 1869.
[SEAL.] JOHN SUMMERS,
Notary Public, Marion County, Texas.

And witness further answering to cross-inter'ogatories in said
171 suit propounded, answering hereto, says:

Answer to 1st cross-inter'ogatory. I do not know positively of my own personal knowledge that M'r's E. J. Slaughter was threatened with impressment of the land unless she would sell it; I recollect that the impression on my mind was that the land would be impressed by the Confederate States Government. It was purchased by J. B. Dunn & Co., for the purpose of placing thereon a packery for beef & pork; they were packing beef & pork on the land after they bought it, for the use of the Confederate States Government, and, as I understood, that was their object and purpose in buying the land. I do not remember to have heard any person tell M'r's E. J. Slaughter that unless she sold it the land or a part of it would be impressed for the purpose of putting a packery thereon. M'r's E. J. Slaughter expressed in my hearing some fears of living on the place if a packery was put up there; I do not remember her language.

Ans. to inter. 2nd. M. T. Slaughter & E. J. Slaughter were husband and wife. They were married in Cassneur, Marion County, Texas, about the year A. D. 1858. They have been since their marriage living together as husband and wife. M. T. Slaughter's absence from home
172 has been temporary, as a soldier in the Confederate States army.

M. T. Slaughter & E. J. Slaughter were never divorced or permanently separated.

Ans. to cross-inter. 3rd. Eight thousand four hundred dollars was paid to E. J. Slaughter for the land.

Ans. to cross-inter. 4th. She gave us no directions or instructions about the certificate; said nothing about it.

Ans. to cross-inter. 5th. I do live in Marion County, Texas, and have lived in said county constantly since 1860.

Ans. to cross-inter. 6th. I did not persuade M'r's E. J. Slaughter to sell the land. I had nothing to do with it. In conversation with her in regard to the sale I may possibly have coincided with her view of it, that it was best for her to sell, but I do not remember any particular conversation between us on the subject. The money is now worth nothing.

Ans. to cross-inter. 7th. I took her acknowledgement to the deed verbally in the usual way, as the statute requires for married women, but I forgot and neglected to incert the clause of acknowledgement for married women, as required by the statute, in the certificate of acknowledgement. I knew at the time that M. T. Slaughter was the husband of E. J. Slaughter. It was expected that he would return home unless killed in the army.

Ans. to cross-inter. 8th. I know nothing about this.

L. T. GRAY.

173 *Interrogatories to Oliver Roberts.*

Int'y 1st. State whether or not you know plaintiffs, M. T. Slaughter and wife, or either of them. If yea, state how long you have known them, or either of them.

Int'y 2d. State all you know of the sale made by plaintiff, Evelina J. Slaughter, of her homestead near Jefferson, and its improvements, and state whether or not her husband was absent; and if yea, where was he,
174 and in what employment, and state whether or not there was any uncertainty of his returning home again soon at that time.

Inter. 3rd. State whether or not you were present when said plaintiff, Evalina J., signed, delivered, and acknowledged the deed made by her to J. B. Dunn & Co. for said homestead and its improvements. If yea, state all you know about her acknowledgements, objects, purposes, and intentions, and her causes for making said sale, and state what she done with the proceeds of said sale, and state in what said proceeds were invested, and state whether or not the said plaintiffs have not from the time of said sale and are not now in the free and full enjoyment and possession of the proceeds of said sale.

Inter. 4th. State whether or not you ever heard said M. T. Slaughter say, or know of his doing any act or thing approving or ratifying said sale and the application and investment of the proceeds of said sale. If yea, state as near and fully as you know and can recollect what said M. T. Slaughter did approving said acts of his wife, and what act or things he has done and is now in the enjoyment of, showing that he and his
175 wife have been benefitted by said sale and the investment of the proceeds. State fully and specially, as if you were directly inter'ogated, touching all the facts known to you about said sale and the investment*ment* of the proceeds.

SAM F. MOSELY,
Attorney for Glenn & Purnell.

M. T. SLAUGHTER & WIFE
vs.
WILSON ET ALS.

The service and notice of the annexed inter'ogatories is hereby waived, but all legal objections to the said inter'ogatories and the answers thereto, and the manner of taking the same, will hereafter be made, and, with these reservations, the following cross-inter'ogatories are hereto appended:

1st cross-inter'ogatory by plaintiffs. What do you know about the sale of land by plaintiffs, and how happened you to know about any sale of lands? If you know anything about the sale of land inquired of in defendants' inter'ogatories, state why the lands were sold by plaintiffs, or either of them; what was received by plaintiffs for said lands; was money received; and, if so, what kind of money, and how much? Do you call the paper issued by the Confederate States Government money? Is gold and silver coin of the coinage of the United States money; and, if so, was it as valuable, and what was the difference in value, if any?

176 2ond cross-inter'ogatory by plaintiffs. Why did plaintiffs sell their lands? Was it not because parties threatened to have the land impressed for a packery, to pack beef for the Confederate Government? Do you know anything about such being made? Did you hear of any such threats?

3rd cross-inter. by plaintiffs. Was M'r's Evalina J. Slaughter a married woman at the time she made the sale? Where was her husband at the time? Has ever been at home with her since? Answer all you know about the sale; why it was made; what was paid for it; who paid it, and when it was paid. Answer also what is your profession or avocation. What has any investment made by plaintiff about the time of the sale to do with this sale by plaintiffs to defendants? If you answer that you sold land to plaintiffs for Confederate money, how do you know where this money came from? Answer all you know about it.

H. P. MABRY,
Attorney for Plaintiffs, M. T. Slaughter & Wife.

(Endorsed:) No. 595.

177 Int'r'y 1st. I do know plaintiffs; became acquainted with Evelina J. Slaughter some time in July, 1863; with M. T. Slaughter not until after the surrender.

Int'r'y 2d. The sale made by Evelina J. Slaughter of her homestead near Jefferson, and its improvements, was perfected in my presence. I know nothing of her husband or his employment at that time.

Int'y 3d. I was present when plaintiff, Evelina J. Slaughter signed, delivered, and acknowledged the deed made by J. B. Dunn & Co. for said homestead and its improvements. Do not remember any expression of purpose, intention, or causes for making said sale. The proceeds of said sale, to the amount of some six thousand dollars, in Confederate treasury notes, passed into my hands in payment for a tract of land for which I, in the meantime, sold to Evelina J. Slaughter, besides some other property, corn, I think, which I sold to plaintiff, consuming the entire payment made by J. B. Dunn at that time, which was there and then turned over to me. Plaintiffs are now in the free and full
178 enjoyment and possession of the purchase, so made from me at that time.

Int'y 4th. Know nothing of M. T. Slaughter approving or disapproving said sale or application of the proceeds. Plaintiffs are now in the enjoyment of the purchase of said land from me, and so far as my judgment extends are materially benefited by the purchase from me.

1st cross. After Evalina J. Slaughter sold her homestead to J. B. Dunn and Co. she purchased a tract of land from me. It was satisfactory for all parties to meet on a certain day at the office of Col. S. F. Moseley to pass titles and receive the purchase consideration. Do not know why plaintiffs or either of them sold their land. Confederate notes were paid in that transaction. Do not now remember the exact amount; some six thousand dollars, I think. The paper issued by the Confederate States Government passed as money at that time. Gold and silver doubtless is money and was more valuable than Confederate money. The difference varied at that time, as people's fancy or circumstances required, from 2 to 1 to 5 to 1, and in some cases perhaps a greater discount.

179 2d cross. Do not know nor have I ever heard of any threats being made to impress said land for a packery.

3d cross. M'r's Evalina J. Slaughter I understood was a married woman at the time she made the sale. I then knew nothing of her husband. He has been at home with her since. Do not know why the sale was made. Confederate notes were paid for it—paid by the purchaser, J. B. Dunn & Co., some time in July, I think, 1863. My avocation in life is that of planting. Do not know what the investment has to do with this sale unless others should incur losses, if any. I sold land to plaintiff for Confederate money, and know that it came from J. B. Dunn & Co. by seeing it counted and turned over to me.

O. C. ROBERTS.

Sworn to and subscribed before me this April 29, 1871.

W. C. ROBARDS,
Clerk.

(Endorsed:) No. 983. Testimony of O. C. Roberts. Filed April 29, 1871. W. C. Robards, clerk.

Agreement.

180 In the circuit court of the United States for the western district of Texas, at Tyler, Texas, spring term, A. D. 1871.

M. T. SLAUGHTER & WIFE
vs.
WILSON ET ALS.

We, the parties in the above-entitled suit, by attorneys, make the following agreement as to matters in said suit:

The defendants agree and admit that the titles to the lands in controversy were perfect in Evelina J. Slaughter, wife of M. T. Slaughter, in her own separate right, at and before the 21 day of July, A. D. 1863, and defendants hereby waive the deraignment of tittle thereto by her on the trial of this cause.

The plaintiffs, M. T. Slaughter and Evalina J. Slaughter, admit that the copies of the following described papers are true copies of the originals, viz:

The copy of a paper purporting to be a deed of conveyance from said

Evelina J. Slaughter to J. B. Dunn & Co., dated on the 21st day of July, A. D. 1863, together with the authentication of the signature thereof, by said Evelina J. Slaughter, by S. T. Gray, clerk.

Also, a paper purporting to be a deed of conveyance from James B. Dunn and Sallie J. Dunn, his wife, to Joseph Glenn, bearing date the 8th day of February, 1866, together with the authentication thereof by J. S. Elliott, notary.

181 Also, a paper purporting to be an agreement between Joseph Glenn and Thomas F. Purnell and John H. Sanders, Pleasant Taylor, John Taylor, J. C. Myers, and A. J. Bell, bearing date Oct. 11th, 1866.

Also copy of a paper purporting to be a deed of conveyance by O. C. Roberts as administrator of the estate of D. B. Culbertson, dec'd, to said Evelina J. Slaughter, dated 3d day of August, 1863.

Also a copy of a paper purporting to be a deed of conveyance from said Roberts to said Slaughter, dated August 3rd, 1863, and that the copies now filed in this suit may be used on the trial of this cause, in the same manner as the originals could be if they were filed herein.

It is further agreed that the manner of taking the testimony of O. C. Roberts, a witness for def'ts, will not be objected to by pl'ffs, and that the testimony of said Roberts in this case filed, may be read in evidence subject to all legal exceptions, but as to the manner of taking the same.

MOSELEY, HENRY AND JENNINGS,
Def'ts' Attor'ys.
MABRY, ROBERTSON AND HERNDON,
Pl'ffs.

All formalities going to form and manner of taking depositions
182 heretofore or hereafter in this case in either court, and by either party, are hereby waived.

MOSELEY, HENRY, JENNINGS.
MABRY & ROBERTSON AND HERNDON.

(Endorsed:) 983. Slaughter and wife vs. Glenn. Agreement. Filed May 10th, 1871. W. C. Robards, clerk.

C. copy deed from Price to Dunn.

For and in consideration of fifteen hundred dollars paid to me cash in hand, or its equivalent in sugar, which I have this day received of J. B. Dunn, I do hereby relinquish all my right and title to the joint property held by me, as one of the firm of J. B. Dunn & Co., to J. B. Dunn. The property consists of seven hundred acres of land deeded to J. B. Dunn & Co. by M'r's Slaughter in July, 1863, with beef-packery, machinery, wagons, and teams, and every other property known as the property of J. B. Dunn & Co.

Given under my hand and seal this the 2d day of May, 1865.

E. PRICE.

Witness:
H. C. THORNTON.
MICHAEL SUTTED.

STATE OF TEXAS,
County of Marion:

Before me, A. B. Bayless, clerk of the county court of said
183 county of Marion, personaly came H. C. Thornton, to me well

known, and whose name appears as a subscribing witness to the annexed deed or instrument in writing, bearing date the 2d day of May, A. D. 1865, and who, after being by me duly sworn, states on oath that he saw E. Price, who executed said instrument, subscribe the same for the purposes and consideration therein stated, and that he had signed the same as witness at his request.

To certify which I hereto sign my name and affix my seal this the 7th day of February, 1866.

[L. S.]

A. B. BAYLESS, *Clerk*,
By J. C. TODD, *Dep'ty.*

Filed July 7, 1866, at 12 m., and recorded Feb'y 10th, A. D. 1866, at 2½ p. m.

A. B. BAYLESS, *Clerk*,
By J. C. TODD, *Dep'ty.*

THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court in and for the county of Marion, do hereby certify that the foregoing is a true and correct copy of a relinquishment by E. Price to J. B. Dunn, dated May 2, 1865, as appears of record in my office, in Book C, page 361 & 362.

184 In witness whereof I hereto sign my name and affix my seal at office, in the city of Jefferson, this the 5th day of May, A. D. 1871.

[SEAL.]

W. H. JOHNSON,
C. D. C. M. C.

(Endorsed:)

It is agreed that the within dockument may be used in evidence the same as if it was the original of which this purports to be a copy.

MABRY, ROBERTSON AND HERNDON,
Pl'ff Att'ys.

No. 983. Clerk's fee, $1.75.

(Indorsed:) No. 983. M. T. Slaughter and wife vs. Wilson, Green and others. Certified copy of deed from E. Price to J. B. Dunn for Packery plantation and property claimed from M'r's E. J. Slaughter, by J. Dunn & et al. Filed May 10th, 1871. W. C. Robards, clerk.

Certified copy deed conveyance.

THE STATE OF TEXAS,
Marion County:

This indenture, made this the 3d day of June, in the year eighteen hundred and sixty-eight, by and between M. T. Slaughter and Evalina J. Slaughter, wife of the said M. T. Slaughter, of the county of Harrison, in said State of Texas, of the first part, and H. P. Mabry, of the said county of Marion, of second part, witnesseth: that whereas,

185 the said parties of the first part believe that they are the legal and equitable owners of the following described tracts or parcels of land, lying and being situate in said county of Marion, about two and half miles east of the city of Jefferson, in said county of Marion, known, designated, and described as follows, to wit:

One survey of 320 acres, beginning at the northwest corner of a survey *of a survey* of 320 acres, made for R. W. Nesmith, assignee of Richard Hazlewood, from which a pine bears N. 55° E. 7 varas; thence east 1,344 varas a stake in a cypress pond from which a persimmon bears N. 20° W. 8 varas; a willow-oak bears N. 45° W. 8 varas, each marked "N;" thence N. 1,158 varas to the south bank of Black Cypress, from which a white oak bears south 25° W. 3 varas; thence with the meanders of said Black Cypress (bayou) N. 60 W. 200 varas; thence north 90 varas to a stake from which a gum bears N. 30° E. 7 varas; thence west 1,144 varas, a stake from which a red-oak bears south 43° E. 4 varas; thence south 360 varas to the beginning; also 320 acres, beginning at a stake 100 varas north of the S. E. corner of a survey in
186 the name of John Humphries from which a holly, R. W. N., bears S. 40° E. 4 varas, a white-oak, same mark, bears N. 5 E. 4 varas; thence north with the east line of said Humphries survey 1,340 varas, to a stake from which black-oak, marked "R. W. N.," bears N. 84° E. 5 varas; thence E. 1,350 varas to a corner on bank of Black Cypress Bayou in the overflowed land on said b'you; thence S. 1,340 varas, to a stake from which a water-oak, marked "R. W. N.," bears N. 45 W. 13 varas, a water-oak, same mark, bears N. 71 W. 10 varas; thence W. 1,350 varas to the beginning; also 60 acres, more or less, beginning immediately south of the last-named survey, and fronting on Big Cypress Bayou, including a wood-yard and steamboat-landing on said bayou, being a part of the land whereon we (said parties of the first part) formerly resided, all of the above and foregoing premises, the tracts wherein said parties of the first part formerly resided and occupied, and being desirous of having our rights to said premises adjudicated, said parties of the first part agree to, and do hereby employ said H. P. Mabry as an at-
187 torney-at-law, and direct and authorize and empower him to commence suit for the said premises, and to establish and set up our rights therein by suit at law or in equity, or by compromise or settlement as to our said attorney may seem best for our advantage, and we (said parties of the first part do hereby *not*ify and confirm the action of our said attorney therein to be had or done, provided H. C. Mabry is bound to pay all costs which may accrue in the prosecution of said suit, and all expenses necessarily incurred thereon without charge to us, or either of us.

For the services of said H. P. Mabry to be rendered as attorney upon said in said suit or settlement, and for all expenses and risks to be hereafter incurred in or about the above premises, we (the said parties of the first part) do hereby bargain, grant, release, and convey unto the said Mabry, his heirs and assigns, an equal one-half undivided interest in and to, all and singular, said tract of land above mentioned, together with all and singular the rights, members, and appurtenances thereunto belonging or in anywise incident or appertaining; to have
188 and to hold unto him, the said H. P. Mabry, his heirs and assigns, forever, free from us or any one claiming to claim the same, or any part thereof, by or through us.

But if said Mabry fails to set up or establish any title in us, we are not to pay any costs or damages by reason of said failure, but said Mabry is to, and does agree to, pay off and discharge the same and hold us harmless.

Witness our hands this the day and year above written.

M. T. SLAUGHTER.
E. J. SLAUGHTER.

Witness:

THE STATE OF TEXAS,
County of Marion:

I, J. S. Elliott, a notary public in and for the county and State aforesaid, do certify that M. T. Slaughter, whose name appears attached to the above deed of conveyance, personally came before me and acknowledged the same to be his act and deed for the use, consideration, and purposes therein expressed.

In testimony whereof I hereunto sign my name and affix my official seal this June the 3d, A. D. 186'.

[L. S.]

J. S. ELLIOTT,
Notary Public, Marion County, Texas.

189 *Order of judge.*

Depositions of Ward Taylor, j'r, J. T. Veal, Henry Alae, W'm Knox (in said case).

The depositions, I believe, were read in the hearing by the defendants to prove mesne profits. They were executed from consideration
190 in rendering decree, and the objection taken by complainant to their introduction in evidence may be regarded as sustained.

T. H. DUVAL,
U. S. Judge.

(Endorsed:) Depositions offered to prove mesne profits. Filed May 22d, 1875. W. C. Robards, clerk.

Interrogatory of A. H. Montgomery.

In the circuit court of the United States for the western district of Texas, at Tyler. April term, A. D. 1871.

M. T. SLAUGHTER AND WIFE, E. J. SLAUGHTER,
vs.
E. R. WILSON AND GLENN AND OTHERS. } No.

Interrogatories propounded to A. H. Montgomery, a resident of Marion County, State of Texas, a material witness for defendants, and when answered and crossed by plaintiffs to be used as evidence as per written agreement of the parties to this suit by their attorneys.

Int. 1st. Do you know the parties to this suit? If yea, how long have you known them, and where have you resided since you knew them or any of them?

191 Int'y 2. State whether or not you know the premises formerly occupied by plaintiffs, Slaughter and wife, known as the Packery plantation and improvements thereon near and below Jefferson, Marion County, Texas. If yea, state when you first knew them and in whose possession said premises were at the time you first knew them, and give the names of the occupants, and the dates thereof.

Int'y 3. If you ever were employed by any one who owned or possessed sajd premises, state by whom you were so employed, and how long you were so employed, the business in which you and they were engaged, and where you resided during that time. State fully.

Int. 4. State whether or not you know what improvements, houses, and cleared lands there were on said premises on or about the month of October, 1863. If yea, name the number and kind of houses and the

number of acres of cleared lands on said premises and their value at that time, so far as you know and can remember and recollect, and state your means of knowing. State fully.

192 Int'y 5th. State, if you know, what improvements were made and put on said premises by J. B. Dunn and Co. State their number, kind and value, as far as you can, giving description thereof and value of each.

Int'y 6th. State, if you know, what improvements (if any) have been put on said premises by any other person than J. B. Dunn & Co., and give the dates and names of the persons putting said improvements thereon, and give description thereof and the value of each one of said improvements (if any) put on said premises by any other parties who have been in possession thereof since J. B. Dunn & Co. left said premises, and state to what use said premises and improvements have been applied, and how long they have been so used, and their value, if known. State fully your means of knowing.

Int'y 7th. If you have visited and seen the said premises during the last six or seven years and until recently, state whether or not you know what the annual rents and use and occupation of said premises

193 were worth for any and all purposes that they have been used by the parties in possession.

Int'y 8. If you ever heard M. T. Slaughter, the plaintiff in this suit, say anything about the sale made by his wife of the said premises to J. B. Dunn & Co., state to whom he said anything, and what all he did say, using the exact language used by said Slaughter, as near as you can. State to whom he said it, and where he said it, and all he did say about his wife's making said sale of said premises. If he said anything about his approving said sale, state all he said, using his language, and if he gave any reason why he approved said sale, state the reasons given by him, showing his opinion of said sale; state fully all you know or can remember and can recollect of all and anything said Slaughter may have said of and concerning said sale to you or to any other person, giving the time and places, and persons to whom said statements were made, as fully and specially as if interrogated about each and all of said statements.

Int'y 9. State whether or not you know on what premises said

194 pl'ff Slaughter and wife now reside, and where they have resided since October, 1863? If yea, state whether or not you have known the premises so occupied by them since that date. And if you ever had any communication with them, or either of them, at their present residence about said residence now so occupied by them as a homestead, and anything was said by said Slaughter and wife, or either of them in the presence of the other, about the value of said residence now and then so occupied by them as compared with that of the packery premises sued for by them, state fully all said conversation and statements, to whom made, when made, and state fully and exactly so far as you know or can recollect all that was said and why it was said, and what led to said conversation. State fully and your means of knowing.

Int'y 10th. State whether or not you ever saw Thomas F. Purnell, one of the parties whose name appears on the records of this suit, in company with plaintiff, M. T. Slaughter, at any time? State when

195 and where they were *were* together. If you know for what purpose they were then there together. If you know where and which way they went and the objects and purposes of going together. State fully all you know of what they done, and all you know of their objects and purposes of being together. Where and in what direction did they

go off together, if at all, and state fully your means of knowing, as fully as if directly interrogated, giving the time and dates, and dates and names of persons present and with them at that time, or the times they were so together (if together more than once), and the business each was engaged in at the times referred to. State fully.

SAM'L F. MOSELEY,
J. L. HENRY, AND
F. J. JENNINGS,
Deft's Attorneys.

Cross-interrogatories by pl'tffs:

X-interrogatory 1st. If you answer in your direct interrogatories that any improvements were put on said premises, state what they were
196 put up for and for what purposes they were used. State what were the kind of materials of which they were made, and if of timber, state where said timber was obtained. If any part of the timber was obtained on the premises, state how much and the value of the same.

X-interrogatory 2nd. If you say that there was any land cleared and put in cultivation by Wilson or Glenn or J. B. Dunn, or other persons since October, 1863, state what was done with the timber cut therefrom, and what is the reasonable value of the same. State whether or not any of said timber, or other timber which was upon said premises, was ever used for running a "packery" thereon, and how much and the value thereof, and by whom used; state how much was sold to steamboats and to parties generally, and the value of the same. If any lands were cleared and put in cultivation, how much timber was "deadened" and destroyed thereon, and the value thereof. State what is the reasonable value of timber in the vicinity of said premises per cord; and
197 state what is the reasonable value of the timber per acre on the land which was cleared, if any was cleared; and if the land is made more valuable or less valuable by cutting the timber therefrom and how much more or less valuable. State if the premises border on a navigable stream, and whether or not the timber is valuable by reason thereof; state if there is a landing for steamboats on the premises, and what wood is worth per cord at that landing.

X-interrogatory 3rd. If you state there were any houses put or built on said premises, state what they were built and used for; state, also, whether or not said buildings (if any) are valuable for anything else than for a packery, situated where they are; state what is the reasonable value of said buildings at present or the last time you saw them for anything else than for a packery; are the buildings in a good state of repair, or are they dilapidated; state to the best of your knowledge; state also the condition of the land in cultivation, whether in good or bad condition; state the condition of the fencing, and
198 whether or not the fences from a portion of the cleared land has not been removed or destroyed, and how much, if any; state whether ornot the occupants have not permitted roads to made through the premises since 1863, and the premises damaged thereby.

X-interrogatory 4th. What is the rental value per acre of cleared land in the vicinity of said premises, and how many acres or about how many are so cleared on said premises? Are there any orchards or fruit trees on the premises, and when were they planted there, or were they there in 1863, and whether or not they have been properly taken care of; what condition are they now in, good or bad; better or worse than in 1863 and the difference in their value; what was the rental value per

annum of the packery and what of the premises without the packery; make the estimate according to your best judgment; what does the premises without the use of the packery rent for this year?

X-interrogatory 5th. If you state that M. T. Slaughter, one of
199 the pl't'ffs, had in your hearing any conversation about the premises or the titles thereto, state whether or not he proposed to give other or better titles thereto. Did any of the occupants since 1863, and prior to the bringing of this suit, complain of their title; did they seek to get title from Slaughter; and, if so, did he make it; and, if not, why not?

X-interrogatory 6th. State, if you know, from whom did Slaughter and wife or either of them purchase the premises whereon they now reside; if it was bought from J. B. Dunn & Co., what was paid to them for it?

MABRY & ROBERTSON & HERNDON,
Pl't'ffs' Att'ys.

(Endorsed:) No. 983. M. T. Slaughter and wife vs. Wilson et als. Inter'g't's A. H. Montgomery. Opened and filed May 6, 1871. W. C. Robards, clerk.

In the circuit court of the United States for the western district of the State of Texas, at Tyler, April term, 1871.

Answer to interrogatories:

200 M. T. SLAUGHTER AND WIFE, E. J. Slaughter,
vs.
E. R. WILSON AND GLENN AND OTHERS.

I, S. D. Wood, United States commissioner in and for the western district of Texas, by virtue of a commission to me directed from the hon. judge of the circuit court of the said western district of Texas in a suit now pending in said court, in which M. T. Slaughter and wife are plaintiffs and E. R. Wilson and Glenn and others defendants, have caused A. H. Montgomery, the witness in said commissioned named, to appear before me; and after being duly sworn true answers to make to the interrogatories accompanying said commission, the said witness, answering thereto, says:

To the 1st interrogatory. I know the plaintiffs in this suit, M. T. Slaughter and wife, and the defendant E. R. Wilson. I have known Slaughter and wife since 1863, and E. R. Wilson since 1868. I have lived in Jefferson and near there since the year 1863.

201 Interrogatory 2nd. I know the place formerly occupied by them called the packery plantation. I also am acquainted with the improvements on said place, both those that were there when I first knew the place, and also what we put there. When I first knew the place it was in possession of J. B. Dunn & Co. It was the 16th day of October, 1863.

Interrogatory 3rd. I was employed by J. B. Dunn and Co. I was their agent and employed in slaughtering cattle and hogs. I first assisted in building the packery. I was in their employ over two years and resided during the time at the old Slaughter house.

Interrogatory 4th. When I first got there there was a residence of four rooms built of logs, one kitchen and three negro cabins, and smoke-

house and an old gin-house, all, I think, made of logs. There were two or three other old buildings used as cribs and stables. I suppose there were two hundred and fifty or three hundred acres of opened or cleared land upon the place. I suppose the place with the improvements then upon it would have been worth eight dollars per acre. I could
202 have bought the Asa Johnson tract of land, lying nearer Jefferson, and I would rather have owned the Johnson land, for five dollars per acre; it was offered to me for that price.

Interrogatory 5th. There was a large house, used as a packing-house, built, one engine and boiler, and all the fixtures, and two large tanks put up for rendering tallow in, and houses built over them with a long shed, 100 and odd feet long, for hanging hogs and beaves under, slaughter-house, and pens for penning a large number of cattle in, one large cooper shop, large enough to work fifteen workman in. There were also some three or four double log cabins put up. All built by the said J. B. Dunn & Co. The whole buildings were worth, I suppose, seven or eight thousand dollars.

Interrogatory 6th. There were two new double frame houses with brick chimneys put up on the premises by E. R. Wilson, and another large tank for rendering tallow. I think these buildings were put
203 there in the year 1868. The cleared lands, a portion of them, have been in cultivation and the packery used for slaughtering beaves, and a portion of the land was used for grazing the cattle before slaughtering. The two houses and tank above mentions as built by Wilson, I suppose were worth two thousand dollars, perhaps twenty-five hundred dollars.

Interrogatory 7th. I have visited the premises several times during the time mentioned. I do not know what the annual rent and use of the premises were worth.

Interrogatory 8th. On one occasion, a short time before the close of the war I took dinner with M'r M. T. Slaughter and wife. In conversation about the health of their family, M'r Slaughter and wife both expressed themselves well satisfied with the sale of the place which she, the wife, had made to M'r Dunn, and remarked that it was the best trade that she had ever made in her life, stating that the place she had bought was worth double the value of the place she had sold, for a family
204 to live upon. Their healths had been very much improved and they were not now compelled to send for a doctor every day or two, as was the case formerly. The last statement was made by M'r Slaughter particularly. I think his conversation occurred in the year 1864. From M'r Slaughter and wife's conversation at that time I was convinced that they were both well satisfied with the trade. In another conversation with M'r Slaughter a short time after the one above alluded to, speaking of the health of M'r Thornton, who came to the place with M'r Dunn, and was taken sick and remained so nearly all the time he was on the place, M'r Slaughter stated to me that it was one of the luckiest things that had ever happened to him that his family had gotten of the place and that he was well pleased with the trade his wife had made.

Interrogatory 9th. I know the place where M. T. Slaughter and wife now reside. It is situated about two and a half or three miles from Jefferson on the south side of Big Cypress, in nearly a southwest
205 course from Jefferson. I think they have lived there ever since October, 1863. I have answered this part of interrogatory nine in my answer to interrogatory eight, and I cannot answer it more fully than I have in the above answer.

Interrogatory 10th. I saw M'r Thomas F. Purnell and M'r M. T. Slaughter together about the time that M'r Purnell bought the Packery place. Since I remember now it was just after the purchase, for M'r Purnell came to me to get me to show him the lines and corners of the land he had bought and I referred him to M'r Slaughter, who went with M'r Purnell for the purpose of showing the lines and corners of the premises. I do not remember the dates or the object of their being together further than I have stated in the first part of this answer.

The above answers embrace nearly all that I now remember in relation to the transaction and the conversation between the parties.

A. H. MONTGOMERY.

The above and foregoing answers were taken, sworn to, and subscribed before me this 5th day of April, 1871.

S. D. WOOD,
U. S. Commissioner.

206 (Endorsed:) No. 983. M. T. Slaughter and wife vs. E. R. Wilson et al. Interrogatories to A. H. Montgomery. Opened and filed May 6, 1871. W. C. Robards, clerk.

Cross interrogatories by plaintiff:

Interrogatory 1st. The cabins were put up for men to live in. Part of them were put up with logs cut off of the place and part with timber bought at the saw mill. The timber taken from the place for building and for cattle pens was small pine logs not considered very valuable for anything much. The Packery building and the covering for the other buildings was made of timber bough' from Boons and Maberry's mills, with the exception of the sills and sleeper; these were taken from the place.

Cross-interrogatory 2nd. I cleared about five acres of land for turnip patches during the time I stayed on the premises. That was all the land cleared that I know of. There was but little timber on what
207 I cleared. Part of that was used for steam wood in the packery and the remainder was used for fire wood. There was a good deal of dead timber on the land that had been cleared and I used this for steam wood for the packery and did not regard it very valuable. Think the land was really benefitted by its removal. I never sold any wood to steamboats and know nothing about any being sold. I never deadened any timber while I was on the place, and have never known any one else to deaden any. Good wood for steamboats put on the bank of the river has been worth from two and a half to three dollars per cord. The premises do border on a navigable stream and the timber could be sold to steamboats if cut and placed upon the shore of the Cypress, which of course would make it more valuable than if situated farther from the water course.

Cross-interrogatory 3rd. I have answered a portion of this in the direct interrogatories propounded by the defendant. Some of the buildings that are on the premises could be used for other purposes
208 than a packery, as there is good lumber in some of them. The last time I saw the buildings they were not in good repair. The lands, I cannot state their condition, for I have not been over them for some time. The fencing I think has been partly burned. I do not know to what extent. There has been one road changed to run through the lands. That is all that I have any knowledge of. I do not know whether it damaged the property materially or not.

Interrogatory 4th. I do not know what cleared lands would rent at

per acre in that locality. There are, I think, between two hundred and fifty and three hundred acres of cleared land upon the place; when I first went on the place there were a few good apple-trees, and a small peach and plum orchard there. I do not know their condition now. I do not know what the packery ever rented for. I understood that M'r Knox was to give seven hundred dollars for the place this year—that is, seven hundred dollars rent.

Interrogatory 5th. I never heard of any one complaining of their titles, nor of M'r Slaughter's being asked to give a better one.

209 Interrogatory 6th. I do not know, of my own personal knowledge, who M'r's Slaughter bough' the place, upon which she now resides, from; I know she did not purchase it from M'r J. B. Dunn & Co.

A. H. MONTGOMERY.

The above answers were taken, sworn to, and subscribed before me this 5th day of April, 1871.

S. D. WOOD,
U. S. Commissioner.

(Endorsed:) No. 983. M. T. Slaughter and wife vs. E. R. Wilson and Glenn and others. Cross-interrogatories to A. H. Montgomery. Opened and filed May 6, 1871. W. C. Robards, clerk.

210 *Interrogatorys to Hinton Reisenbach.*

Int'y. 1. Do you know the plaintiffs to this suit? If yea, how long have you known them?

Int'y 2. State whether or not you reside with and was in the employment of plaintiffs, Slaughter and wife, or either of them, during the years 1863 and 1864? If yea, state in what capacity, and state where you lived during the time you were so employed by them, or either of them? State fully.

Int'y 3. State whether or not you know anything of Evelina J. Slaughter selling her homestead during the *the* time you were in her employ; and, if yea, state where plaintiff, M. T. T. Slaughter, was at the time, how long he had been absent, and in what business, or how

211 he was so absent before or after the said sale; and if you know any causes or reasons expressed by said Evelina why she sold or wanted to sell said homestead. State what she said, and when and to whom she made the statement.

Int'y 4th. If you answer that you know of the sale of said homestead, state whether or not said homestead included what is known as the several tracts of land now occupied and possessed by defendants Wilsons as the packery property, and improvements, &c.; state if said sale was made freely and willingly, and a full and fair consideration of its value, without compulsion or persuasion by said Evelina J.; and state, if you know, what she done with the proceeds of said sale; and state in what said proceeds consisted; and state whether or not she and her husband have not now, and have hitherto, even since said sale, been in the possession and enjoyment of the proceeds of said sale; and state in what it consists.

Intg. 5th. State whether or not said M. T. Slaughter approved and ratified said sale upon his return home, by receiving and using the

212 proceeds of said sale; and state whether or not you ever heard said M. T. Slaughter saying anything about said sale, and what was done with the proceeds. If yea, state what he said, and what he

done with the proceeds of said sale; and state fully all your means of knowing the facts to which you testify; state fully.

Intg. 6th. State whether or not said M. T. Slaughter had any property known to you during the years 1863 and 1864, or during the time you were in his or his wife's employment; state what property said M. T. Slaughter had, and where was it; state upon and out of whose property was the family of the plaintiffs supported and maintained during the time you were so employed by them, or either of them, and to whom did you look for the payment of your wages, and out of what property were you to be paid? If said Evalina J. had any property, state of what did it consist; and if M. T. Slaughter had any, state what it was.

Intg. 7th. State all the facts and circumstances known to you, showing that the said plaintiff, Evelina J., freely and willingly and
213 fairly and honestly sold said homestead, and got a full and fair value for it, and that said property was her own separate property, and that her husband, M. T. Slaughter, was absent, and had left no property of his own to support his family and her children, and to protect her separate property, and that he approved said sale, and took and now holds possession and enjoys the proceeds of said sale; and that said M. T. Slaughter' return home at the time of said sale was uncertain; and that said sale was a fair, honest, and beneficial to plaintiffs and by their free and full consent.

SAM'L F. MOSELEY,
Att'y for Glenn and Durnell.

M. T. SLAUGHTER AND WIFE
vs.
WILSON ET AL.

The service and notice of the annexed interrogatories is hereby waived, but all legal objections to the said interrogatories and the answers thereto, and manner of taking the same, will hereafter be made, and with these reservations the following cross-interrogatories are hereto appended:

1st. Cross-interrogatory by plaintiff. What do you know about
214 the sale of land by plaintiffs, and how happened you to know about any sale of lands. If you know anything about the sale of land enquired of in defendants' interrogatories, state why the lands were sold by plaintiffs or either of them; what was received by plaintiffs for said lands; was money received; and, if so, what kind of money and how much? Do you call the paper issued by the Confederate States Government money? Is gold and silver coin of the United States money; and, if so, was it valuable as the Confederate money, or more valuable, and what was the difference in value, if any?

2. Cross-interrogatory by plaintiffs. Why did plaintiffs sell their lands, and was it not because parties threatened to have the land impressed for a packe'y to pack beef for the Confederate Government? Do you know anything about such threats being made, did you hear any of such threat?

3. Cross-interrogatory by plaintiff. Was Mrs. Evalina J. Slaughter a married woman at the time she made the sale? Where was her husband at the time; has ever been at home with her since? An-
215 swer all you know about the sale, why it was made, what was paid for it, who paid it, and when it was paid; answer also what is your profession or avocation. What has any investments made by plaintiff about the time of the sale to do with this sale by plaintiffs to

defendant? If you answer that you sold land to plaintiffs for Confederate money, how do you know where this money came from? and answer all you know about it.

H. P. MABRY,
Att'y for Plaintiffs.

I certify that the foregoing is a true copy of the interrogatories & cross-interrogatories taken from the transcript of the record in said cause now on file in my office.
Test this March 14, 1871.
[SEAL.]

W. C. ROBARDS,
Clerk U. S. C. C., W. D. T., at Tyler.

(Endorsed:) No. 983. M. T. Slaughter and wife vs. Wilson and Wilson and Glenn and Durnell. Commission and interrogatories attached to take answers of Hinton Reisenbark. Issued March 13, 1871. W. C. Robards, clerk.

216 THE STATE OF TEXAS,
Harrison County:

In obedience to the annexed commission, I, C. E. Bolles, clerk of the district court in and for the county and State aforesaid, do certify that on this the 14th day of April, 1871, I caused Hinton Reisenbark, the witness named in said commission, to appear before me at my office in the city of Marshall, and having sworn him to testify in the case named in said commission, to wit, M. T. Slaughter and wife vs. Wilson and others, he, the said witness, made to the annexed interrogatories the following answers, to wit:

First ing. To the first interrogatory he answers: I know the plaintiffs to this suit, and have known them for eight or nine years.

2nd. To the second interrogatory he answers: I resided with the plaintiffs near two years, which I think were the years 1862 and 1863. I was employed by them to manage the business, superintending their lands, and all business connected with the same, and I resided in their house with the family.

217 3d direct. He answers: I know of her selling her homestead in the month of June or July, in 1863. She asked me my advice about selling it, and I at first declined giving any, but I asked her what she could get for it, and she said ten dollars per acre; I then said to her if I could get that price for it I would take it. Then she said that she had always had bad luck on the place and would either sell it or leave it. Slaughter was then in the army and had been some time, and was for some time longer; I do not know how long he had been in the army, he was a member of Capt. or Cha's Pratt's company. *

4th. To the 4th interrogatory he answers: The land sold comprised what is now known as the Beef Packery, two and a half or three miles below Jefferson. She told me at the time of the sale that she was going to buy another piece of land, and afterwards did buy with the same money the land known as the O. C. Roberts place, known as the Culbertson land. She bought and moved at the time of the sale. As far as I know the sale was made willingly; I never heard anything to the contrary; I know some time after she bought the O. C. Roberts

218 land he proposed to take the land back, but she refused, stating that she had bought the land to live on and was going to stay there. The proceeds of sale consisted of money, and she told me that she was going to buy another place, and afterwards done so, and im-

mediately moved upon it, and has continued to live there ever since, at least was living there a few days ago.

5th direct. To the fifth interrogatory he answers: I heard M. T. Slaughter say in regard to the said sale, that he wished his wife could have made some more such trades *and that* she had made of the places, and he was then living upon the land purchased of O. C. Roberts, and he appeared always to be satisfied, and has continued to live upon the place from that day to this.

6 int'g. To the sixth interrogatory he answers: I was present at a time when M'r's Slaughter told M. T. Slaughter, her husband, that he had no property when he married her, and had none since, and I
219 never knew of his having any property then or since. I did not know of his having any property anywhere. The family were supported out of the property belonging to M'r's E. J. Slaughter, and I looked to her for my pay. M'r's Slaughter had land, negroes, mules, cattle, and other property. I know of no property that M. T. Slaughter had. M'r's Slaughter had said to her husband, M. T. Slaughter, in my presence, that all the property there belonged to her, and he did not deny it.

7th in'g. To the seventh interrogatory he answers: She said to me that if she could not sell the place she would leave it, as it was too sickly and poor. She sold it, as far as I know, freely and willingly, and got a fair price for it. I knew of no property Slaughter had to support his wife and children, and when he returned he approved the sale, as before stated, and he took possession of the land and held it until now. I think the place purchased much better than the one sold, and it was sold at a fair price.

HINTON REVENBARK.

220 To the first cross-interrogatory he answers: All I know is what M'r's Slaughter told me at the time of the sale. She asked my advice about the sale, and told me that she could get ten dollars per acre for the land, and I replied, if she could, that was all that it was worth, and I told her if it was mine I would let it go. I did not see her receive the money, and therefore I do not know what kind of money was received for it; then she asked me to go into Louisiana and look at a place she had there and let her know the condition of the land there, and if she could do no better she would move there. I went down and examined the place, and found it in bad condition, and then she bought of O. C. Roberts the Culbertson place and moved in it, and is living there now, or was a few days ago. It was called money at the time it was in use. Gold and silver coin of the United States is money. Gold and silver was more valuable than Confederate money. I was then taking it at
221 par for money I had previously loaned out.

2 cross-int'g. To the second cross-interrogatory he answers: The only reason I ever heard expr*epr*essed by her or any one else for selling the land was that she had bad luck there and wanted to sell, and said if she could not sell that she would leave it, and I never heard any threats from any source about impressing the land for the government. I did not ask her any questions about her bad luck, because I knew that she had lost a husband there and two children and two negroes on the place; I assisted in burying the children and negroes there myself.

3rd cross-int'g. To the third cross-interrogatory he answers: M. T. Slaughter was living with her and said to be married to her; when the sale of the land took place he was in the army. He has been at home with her since. I have already stated why the sale was made and what

was paid for it. M'r's Slaughter said to me that she was trading the land to Price and Dunn. I was not present at the payment and do not know who made it. I am a carpenter by trade, but when not working at my trade I have overseed. I cannot say, for she never told me. I never sold any land to the plaintiff.

HINTON REVENBARK.

222 *Objections by def'ts to evidence of pl'ff.*

UNITED STATES OF AMERICA,
Western District of Texas:

In the circuit court of the United States for the western district of Texas at Tyler, November term, A. D. 1874.

JOSEPH GLENN
vs.
M. T. SLAUGHTER & WIFE. } No. 58. In Chancery.

Be it remembered that on the trial of the above-entitled cause, the complainants offered in evidence the testimony of Lewis T. Gray, and to that portion of the answer of said witness in his answer to the 3rd interrogatory wherein he states the manner of taking the acknowledgement of M'r's Evelina J. Slaughter to a deed dated July 21, 1863, and to what witness details as having been said on the occasion by himself and said Evelina J. Slaughter, defendants except upon the following grounds:

1st. Because if he took the acknowledgement and made the examination of M'r's E. J. Slaughter to the deed, she being a feme co-
223 vert, and the property being real estate and the separate property of the wife and homestead of the family, witness' certificate of the fact made at the time is the best and only evidence of the manner and form of taking the same, and of what was then and there done.

2nd. Because the facts therein stated by witness are such facts as are required to be stated by the officer taking the same in his examination and acknowledgement of a married woman in the conveyance of her separate property in real estate or a homestead of the family, and that the same cannot be proven by parol, but must be proven by the certificate then made.

3rd. Because in the deed in question the husband of the wife is not joined as the law requires for the conveyance of the separate real property of the wife and homestead of the family, and the deed is therefore ineffectual for any purpose.

4th. Because what the law requires to be done to effect the conveyance of the real property which is the separate estate of the wife or the homestead of the family can only be done and made to appear
224 by the record itself or an exemplification of the record.

5th. Because the authority of witness, as county clerk, to make and record a certificate of acknowledgement of *a* such a conveyance as the one aforesaid was functus officio as soon as the record was made.

Defendants object to the reading as evidence that part of the testimony of said Gray, in his answer to interrogatory 5th, wherein he says that Evelina J. Slaughter had control of the property belonging to her and her husband and to her separately, and wherein he says that she had the disposition of it during her husband's (M. T. Slaughter's) absence.

1st. Because the law gives the control of the community property and the separate property of the wife to the husband alone, and the disposition of the property (real) cannot be effected by parol.

2nd. Because if the wife had such disposition of the property, (real,) the same must be shown by an instrument in writing, properly executed, and if such is the case, that is the best evidence of the fact.

225 3rd. Because for the witness to say that the wife has the control and disposition of the property is to testify to a legal conclusion.

Overruled.

T. H. DUVAL,
U. S. Judge.

Defendants object to the answers of witness Gray to interrogatories 8th and 9th—

1st. Because the testimony is irrelevant to any issue joined in this suit.

2nd. As the question of the disposition of the money mentioned by witness, as between the parties to this suit, it cannot be inquired into.

3rd. As to whether defendants lived on the lands purchased with said money, and as to whether the said purchase was of advantage and benefit and interest of defendants cannot be inquired into in this suit, and that these objections also apply to that part of the answer to the 11th interrogatory relative to the same matter.

Overruled.

T. H. DUVAL,
U. S. Judge.

226 Defendants objected to the introduction in evidence of the deed from Evilina J. Slaughter to J. B. Dunn & Co., dated July 21st, 1863—

1st. Because the deed purports to convey the land in question, which is her separate property, and she being a feme covert, there is no certificate of privy examination as required by law.

2nd. Because she is not joined therein by her husband. For which two reasons said deed is void and ineffectual for any purpose.

Overruled.

T. H. DUVAL,
U. S. Judge.

Complainants offered in evidence a deed from Slaughter & wife to H. P. Mabry, dated June 3rd, 1868, expressly stating that it was for the purpose, and no other, of showing the inducement of defendants to bring the suit at law to recover said land, to which defendants object:

1st. Because it is an immaterial issue in this cause.

2nd. Because the said deed, if made, does not tend to estab-
227 lish any equities or rights on behalf of complainants, and the same is dated long after complainant's purchase from Dunn & Co.

Overruled.

T. H. DUVAL,
U. S. Judge.

Defendants object to the introduction in evidence of the deed from O. C. Roberts to Evelina J. Slaughter, bearing date Aug. 3rd, 1863—

2nd. Because the words or acts of said M. T. Slaughter could not in any wise affect the rights or claims of Evelina J. Slaughter, the owner, nor in any manner estop her in setting up her rights in this suit.

Defendants also object to all that portion of the testimony of Joseph Glenn, dated 15th day of November, 1872, wherein he states conversations and acts of M. T. Slaughter, for the reasons as the grounds of objection to his testimony bearing date February 14th, 1871.

Overruled.

T. H DUVAL,
U. S. Judge.

Defendants also object to all that portion of the testimony of Thomas F. Purnell and M'r's Carrie Purnell (being received in evidence), wherein that testify as to conversation, bearing, and interviews, and admissions of M. T. Slaughter, for the reasons given above as grounds of objection to the testimony of Joseph Glenn.

Overruled.

T. H. DUVAL,
U. S. Judge.

Defendants object to all that portion of the testimony of witness Sam. F. Moseley, wherein he states conversations, admissions,
233 and this conclusions drawn from such admissions and conversations of defendants, or either of them, of and concerning the lands in question in this suit, or the title to or sale thereof—

1st. Because such acts and words of the said M. T. Slaughter were made and done after said sale, and did not therefore induce the purchase of said land by said Dunn & Co. or said Glenn.

2nd. Because the testimony does not show that any of the claimants under said E. J. Slaughter ever had knowledge of the same.

3rd. Because the said acts and words of said Slaughter (M. T.) could not effect the rights of his wife in said land.

4th. Because M'r's Slaughter being a married woman, and is not charged with any fraud in said sale, cannot be estopped in her claim for said land.

Overruled.

T. H. DUVAL,
U. S. Judge.

H. P. MABRY,
Sol's for Def'ts.
ROBERTSON & HERNDON.

(Endorsed:) No. 58. Glenn vs. Slaughter & wife. Objections by def'ts to evidence of pl't'ff. Filed May 22, 1875. W. C. Robards, clerk. Mabry & R. H.

234 *Exceptions to testimony by defendant.*

GLENN
vs.
SLAUGHTER. } Exceptions to testimony by defendants.

In all parts of same where pl'ff offers to prove admissions of def'ts, in addition to the grounds presented as objections thereto, offer the following:

Because plaintiffs cannot prove admissions of defendants; because the same is not plead.

Overruled.

T. H. DUVAL,
U. S. Judge.

(Endorsed:) Objection by defendants to answers offered. Filed May 22, 1875. W. C. Robards, clerk.

235 TRANSCRIPT OF RECORD.

M. T. SLAUGHTER & E. J. SLAUGHTER *vs.* WILSON AND WILSON, GLENN AND PURNELL. } No.

Transcript of record from Marion County district court, demanded by Sam'l F. Moseley, def'ts' att'y, April 16th, 1870, and delivered to M'r's Purnell by request of Sam. F. Moseley, for conveyance to Tyler, on the 16th day of April, 1870.

W'M A. ANDERSON,
C. D. C. M. C.

Filed in my office April 23rd, 1870.

W. C. ROBARDS,
Clerk U. S. C. C.

Petition.

M. T. SLAUGHTER AND EVALINA J. SLAUGHTER *vs.* JOHN R. WILSON AND EDWARD H. WILSON.

To the honorable Winston Banks, judge of the 8th judicial district, holding sessions in and for said county of Marion:

Evalina J. Slaughter, formerly Evalina J. Crutcher, who intermarried with M. T. Slaughter on the day of in the year of , who is herein joined with her said husband, M. T. Slaughter, who resides in the county of Harrison, in said State of Texas, complaining of John R. Wilson, who resides in the county of Marion, in the State
236 of Texas, and Edward H. Wilson, whose residence is unknown to petitioners, but who temporarily resides in said county of Marion, respectfully state and show that they (petitioners in the right of the said Evalina J. Slaughter) are the true and lawful owners of the following described tracts or parcels of land lying and being situated in said county of Marion, about two or two and a half miles east of the city of Jefferson, in said county of Marion, known, designated, and described as follows, to wit: One tract of 320 acres, beginning at a corner near Big Cypress Bayou, at a corner made for R. W. Neswith, assignee of Richard Hazlewood, from which a pine bears N. 55 E. 7 varas; thence east 1,344 varas a stake in a cypress pond, from which a persimmon bears N. 20° W. 8 varas, each marked "N"; thence north 1,158 varas to the south bank Black Cypress Bayou, from which a white oak bears south 25 W. 3 varas; thence, with the meanders of the last-named bayou, north 60° W. 200 varas; thence north ninety varas to a stake, from which a gum bears north 30° E. 7 varas; thence west 1,144 varas a stake, from which a red oak bears south 43 E. 4 varas; thence south

1,360 to the place of beginning; also a tract of 320 acres, begin-
'ing at a stake 100 varas north of the S. E. corner of a
237 survey in the name of John Humphreys, from which a holly marked "R. W. N." bears south 40° east 4 varas, a white oak, same mark, bears N. 5° E. 4 varas; thence north with the east line of said Humphreys survey 1,340 varas to a stake, from which a black oak marked "R. W. N." bears north 84° E. 5 varas; thence east 1,350 varas to a corner on the bank of Black Cypress inaccessible in high water; thence south 1,340 varas to a stake, from which a water oak marked "R. W. N." bears north 45° west 13 varas, a water oak, same mark, bears N. 71° W. 10 varas; thence west 1,350 varas to the begin'ing. Also a tract containing sixty acres, more or less, lying on Big Cypress Bayou, in said county of Marion, and south of the said last-named 320 acres' survey, including the woodyard, steamboat landing, and packery near the first-described tracts. And petitioners aver and show that on the day of , in the year 1863, they were in the peaceable and quiet possession of said tracts or parcels of land, holding and enjoying the same, and that one J. B. Dunn, with force and arms violently, unlawfully, and fraudulently ejected petitioners from the aforesaid
238 premises, and that they, petitioners, have not been permitted to hold, use, and occupy said premises since said date named. And petitioners further aver that the said John R. Wilson and the said Edward H. Wilson are, jointly and severally, wrongfully and fraudulently holding, using, and occupying, and enjoying the above-described premises, by force and arms, and against the will or consent petitioners, and have so done since the day of , in the year 186 , to the great damage of petitioners, to wit, in the same sum of ten thousand dollars. Petitioners further aver that said defendants have cut off and destroyed timber which grew upon land, and otherwise damaged the same to the injury and damage of petitioners in the sum of two thousand dollars; that the use and rent of said land and premises are reasonably worth the sum of two thousand dollars per annum. Peti'oners pray that said defendants be cited to answer this suit, and that they have judgments against said defendants for the damages herein claimed and set forth; and that restitution of said premises be awarded to them, and for general relief.

M. T. SLAUGHTER AND
EVALINA J. SLAUGHTER,
Per H. P. MABRAY,
Att'y at Law.

(Endorsed:) No. 595. M. T. Slaughter & Evalina J. Slaughter vs. John R. Wilson & Edward H. Wilson. Filed June 5th, 1868. C. T. Garland, clerk D. C. M. C.

239 *Citation.*

The State of Texas to the sheriff of Marion County, greeting:

You are hereby commanded to summon John R. Wilson and Edward H. Wilson, if to be found in your county, to be and appear before the district court to be holden within and for the county of Marion, at the court-house thereof in the city of Jefferson, on the 18th Monday after the 1st Monday in August, 1868, then and there to answer the petition of M. T. Slaughter and Evalina J. Slaughter, filed in said court against the said Wilson and Wilson, of which petition you will serve the said Wilson and Wilson with the accompanying certified copy.

Herein fail not, but have you then and there before said court this writ, with your return thereon, showing how you have executed the same. Witness C. T. Garland, clerk of the district court of Marion County. Given under my hand and seal of said court, at office in the city of Jefferson, this the 10th day of August, A. D. 1868.

C. T. GARLAND,
Clerk D. C. M. C.

(Endorsed :) 595. Slaughter & Slaughter vs. Wilson & Wilson. Citation issued August 10th, 1868. C. F. Garland, clerk D. C. M. C.

Sheriff's return.

Received in office Oct. 16th, 1868, and executed in part Novem-
240 ber the 15th, 1868, by handing a true copy of the within citation, together with an accompanying certified copy of plaintiff's petition, to the within-named John R. Wilson in person.

J. M. GRIGSBY,
Sheriff Marion County, Texas.

Sh'ff's return.

Also on the 30th November, 1868, by delivering a true copy of the within citation, together with an accompanying certified copy of plaintiff's petition *of* the within-named Edward H. Wilson in person.

J. M. GRIGSBY,
Sh'ff M. C. T.

In district court, December, A. D. 1868.

THE STATE OF TEXAS,
Marion County:

To the honorable Winton Banks, judge of the 8th judicial district, holding sessions for said State and county:

The petition of Joseph Glenn, who resides in the city of Cincinnati, State of Ohio, and Thomas F. Parnell, who resides in the county of Harrison, in said State of Texas, complains of Evelina J. Slaughter and M. T. Slaughter, her husband, whose name is otherwise unknown to plaintiffs, who resides in the said county of Harrison, in said State of Texas, and show to the court that on the 21st day of July, A. D. 1863, the said Evelina J. Slaughter was lawfully possessed in her own separate right of her own separate property of the three several tracts of land situated in said county of Marion, two of which are for 320
241 acres each, surveyed under & by virtue of the head-right certificate of R. C. Hazlewood, and one for 60 acres lying immediately south of an adjoining one of said 1st named survey, fronting upon Big Cypress bayou, together with all the improvements there situated there, which said lands are particularly described in the deed and conveyance of said Evalina of that date, which is filed herewith, marked "Exhibit A," made part of this petition, in which she then and there, for the consideration of eight thousand four hundred dollars to her then and there paid to her in her own separate right by J. B. Dunn & Co., she freely and willingly conveyed said place and all the rights and improvements thereon on or anywise appertaining, unto said J. B. Dunn & Co. & their heirs and assignees, & the title to which said tracts of lands and all said

rights & improvements the said Evalina then and there bound herself and her heirs & assignes to forever warrant the title to said lands and improvements against all persons whosoever lawfully claiming the same or any part thereof. Plaintiffs aver that the said Evalina then & there put said J. B. Dunn & Co. in the lawful and peac'able possession of all said lands & improvements; that said J. B. Dunn & Co., then and there being so lawfully possessed thereof
242 by said Evalina, proceeded to erect, build, put, and establish many valuable houses thereon of great value, to wit, of the value of dollars & , and occupied and possessed all said premises by the will and consent of Evalina, and afterwards by the consent of said M. T. Slaughter, from the day of said purchase until the 8th day of Feb., A. D. 1866, when the said J. B. Dunn & his wife, Sallie J. Dunn, sold and conveyed said lands and improvements then and there situate to petitioners, for the sum of five thousand dollars, as stated in the deed of conveyance made by said J. B. & Sallie J. Dunn, his wife, a certified copy of which is hereto annexed and made part of this petition, marked "Exhibit B," which copy will be offered and read as evidence on the trial of this cause if the original cannot be produced, and notice is hereby given to defendants of the same. Plaintiffs show that under and by virtue of the purchase named in said Exhibit B, said plaintiffs then and there took and *excepted* from said Dunn and wife, and by the consent and approval of said Slaughter and wife, the lawful and peac'-
able possession of all said lands and improvements for the con-
243 sideration therein named, whereby plaintiffs became the lawful owners and posse sors of said premises. Plaintiffs show and aver that they from thence until the 11th day of October, 1866, possessed and occupied and held said premises as of their own lawful property, when on said last-named day plaintiffs bargained and sold said lands and improvements to John A. Sanders, Pleasant Taylor, John Taylor, J. C. Myers, and H. J. Bell for the sum of eleven thousand *thousand* dollars to be paid as stated in the contract and sale of said lands and improvements, a certified copy of which is hereto annexed and marked "Exhibit C," and made part of this petition, which will be read as evidence on the trial of this cause if the original cannot be produced. Plaintiffs show that said Sanders, Taylor and Taylor, Meyers, and Bell, in compliance with said purchase, took and accepted from plaintiffs possession of said premises, and held and enjoyed the possession thereof until the 23rd day of January, A. D. 1867, the said purchasers having failed to pay the part of the purchase money then and there due and
owing for said lands and improvements. Plaintiffs as the said pur-
244 chasers bound and agreed to pay in therein said contract of purchase. Plaintiffs brought suit for the recovery of said ballance of said purchase money due and owing to plaintiffs for said premises, which suit is still pending in this court, and said sums of money therein named remain due and wholly unpaid. Plaintiffs show and own that afterwards, on or about the day of , A. D. 1868, the said Sanders, Taylor and Taylor, and others, who were then the owners of said lands and improvements, sold said lands and improvements to John R. Wilson and Edward H. Wilson, and then and there put them in the peaceable and lawful possession of said premises, & who have from thence until the 5th day of June, A. D. 1868, been in the lawful and peac'ble possession thereof, when on that day the said Evalina and M. T. Slaughter instituted their suit for the title and possession of said lands and improvements, and rents and profits accruing thereon, in this court, against said John R. & Edward H. Wilson, as shown by a certified copy of the pe-

tition filed in said cause as No. 595 described, is herewith filed and marked "Exhibit D," and made part of this petition. Plaintiffs aver and show that neither said Sanders or any of his copurchasers of said lands and improvements, nor said Wilson, or either of them, will de-
245 fend said suit so brought and now being prosecuted by said Slaughter and wife for the 'covery of the title and possession, and the value of the rents and profits arising from the possession by them and the use and occupation thereof, from the time they so possessed, used, and enjoyed the same until the termination of said suit. Plaintiffs aver and show that the prosecution of said suit by said Evalina and her husband oppressive, illegal, inequitous, and destructive of the rights of plaintiffs, and if permitted irreparable wrongs and injuries to plaintiffs by preventing them from the collecting of debts due and owing them from their venders of said lands and improvements, the said Sanders, Taylor, and others, and will involve plaintiffs in the costs, delays, vexations, and labors of a suit or suits against their venders, the said J. B. Dunn and Sallie J. Dunn, and the litigation necessary to perfect and quiet the title and possession of said lands and improvements in said John R. & Edward H. Wilson, the defendants therein.

Plaintiffs further aver and show that said suit, by said Slaughter and wife, is illegal, oppressive, and a *finance* upon the rights of plaintiffs, for this, that by the deed of said Evalina J., for a valuable, fair, am-
246 ple consideration received by her, to said J. B. Dunn & Co., she bound herself, and her heirs and assigns, to warrant and defend the title to the said lands and improvements to said J. B. Dunn & Co., & their assignes, against all persons lawfully claiming or to claim the lands, or any part thereof, for the said sum of eight thousand four hundred dollars then and there paid her, her own separate right, which sum of money was then and there full and valuable, fair and just, and ample compensation for said lands and improvements, which sum of money was then and there freely and willingly received and accepted by the said Evalina J. as a fair, just, full, and fair consideration for said premises. And plaintiffs aver and show that at the time and before the making of said sale of said premises by said Evalina J. Slaughter, she was then and there the sole owner and possessor thereof in her own separate right, and had the sole use, control, and management, and disposition thereof, free from any interferance, claim, or right, real or pretended, of her husband, because plaintiffs show and aver that at the time of sale by the said Evalina J., and long before said sale, the said M. T. Slaughter was and had been absent from home for a long space of time, v's about 10 or 12 months, as plaintiffs are informed and believe, engaged and kept away from home for more than two years in distant States in the war, very dangerous military service, of the so-called Confederate
247 States, as a soldier engaged in actual hostility with the armies of the United States, whereby his life was at all times endangered, and the prospects and opportunities for his living or ever returning home very uncertain, and his ability to act or aid, or act or render any aid or service to his said wife or her property had long since ceased, thereby the authority and rights of said Slaughter, or husband, if any thereon, had wholly ceased, were suspended, and thereupon the said Evalina J. became invested with the free use, control, management, and disposition of all the separate property of which said lands and improvements formed a part, forever, her own use and behoof, and for the support of herself and children, because plaintiffs aver and show that M. T. Slaughter at that time had not any property, as plaintiffs are informed and believe, of value sufficient to support or maintain said Evalina J.

and her minor children, wherefore the said Evalina was by reason thereof compelled use, dispose of, and manage, sell, and convey her own separate property, there being none others out of which she and her children could obtain and make a subsistance and support during the long absence of M. T. Slaughter and the uncertainty of his return.

Plaintiffs further show that said Evalina J., on the 21st day of
248 July, A. D. 1863, appropriated proceeds of the sale of said lands and improvements to the purchase of 1,385 acres of land (more or less), and all the improvements situated thereon, in Marion County, and other property necessary for the support and maintainance of herself and her children, and the protection, preservation of her separate property of great value, to wit, 8 or 10,000 thousand dollars, corn & cotton, and on the 3rd day of August, A. D. 1863, received from O. C. Roberts a deed for said last-named land and improvement, and then and there received and took possession thereof, as shown by the copy of the order of the county court of Marion County hereto annexed, marked "E," and the deed of said Roberts for said land, a certified copy of which is hereto annexed, marked "F," and both made parts of this petition. Plaintiffs aver and show that said Evalina J. and M. T. Slaughter continually, since said purchase of the 1,385 acres of land and improvements and other property, have used and held and enjoyed the rents and fruits, and rents, profits arising therefrom, until the present time, and now continues to hold the same in the *in the* separate right of said Evalina J., and her own separate use and behoof, as wife of said M. T. Slaughter, and for the preservation of her own separate property. Plaintiffs aver and show that at the time of making and delivery of said deed
249 by the said Evalina J. Slaughter to J. B. Dunn & Co. the same was freely explained to her, and she was fully and fairly and legally examined by L. T. Gray, esq., who was then and there clerk of the county court of said county of Marion, who then and there examined her, Evalina, the execution of said deed, and as such clerk took her acknowledgement and declaration showing the sale and transfer of said land and improvements therein named, and witnessed the same, and after the making of the same, and after having said deed fully explained to her by said clerk, and that she had willingly signed, sealed, and delivered the same as her deed, she declared she did not wish to retract it, he proceeded to certify thereto and record the same as the deed of said Evalina, all of which being done by said Evalina J. and the said Gray in the absence of the said M. T. Slaughter, as aforesaid, engaged in the perils of an active soldier's life, as aforesaid, which said sale and transfer was not only fair, honest, and just, but plaintiffs aver and was for the use and benefit and advantage of said Evalina and her children, and her separate property. Plaintiffs aver that at the time said deed was authenticated by said Gray as clerk, omitted to certify to all the facts and circumstances under which the same was made, and plaintiffs aver and show that the averments in the petition of
250 said Evalina J., M. T. Slaughter filed against said John R. & Edward H. Wilson, alledging that said J. B. Dunn, with force and arms, violently, unlawfully, and fraudulently ejected them (petitioners) from said premises are wholly untrue. But, on contrary, plaintiffs aver and show that said Evalina willingly and freely put and placed said J. B. Dunn & Co. in the lawful and possession thereof, without fear, threats, or any undue or unlawful influence whatever.

Plaintiffs further show that said M. T. Slaughter, after his return home from the army in 1865, & from thence continually up to the 5th June, 1868, not only accepted, received, and enjoyed, and is now, with

his said wife, in the full, free use and enjoyment of the proceeds of said sale of said land and improvements, and continues to be.

Plaintiffs further aver and show that said M. T. Slaughter, upon being advised of said sale of said lands and improvements, ratified, approved, and confirmed the same by accepting, holding, and keeping, using and enjoying, the benefits, advantages, and profits and proceeds thereof. But in addition thereto plaintiffs show and aver that before and at the time plaintiffs were negotiating for the purchase of said land and improvements from J. B. Dunn & Co. the said M. T. Slaughter
251 aided and assisted plaintiffs, and advised plaintiffs, to make said purchase from J. B. Dunn & Co. by showing plaintiffs the lines, meets and boundaries, and improvements on said lands, and set up no claim to said land for himself or said Evalina, and expressed himself fully satisfied with all the acts and things so done and performed by said Evalina in the sale and transfer and possession thereof to said J. B. Dunn & Co.

Wherefore plaintiffs shows that the said pretended claims, and suit to enforce the same, of said Slaughter and wife for the recovery of said lands and improvements, and the title and possession thereof, unjust, illegal, fraudulent, and oppressive, and injurious to plaintiffs as aforesaid, and forasmuch as plaintiffs are without a legal remedy against said Slaughter & wife, and because of the failure and refusal of the other parties at interest to defend said suit of Slaughter and wife for said lands and improvements against said John R. & Edward H. Wilson pending in this court, and known as suit No. 595, plaintiffs pray that they may be permitted to be made parties thereto, and that said Slaughter and wife be enjoined from the further prosecution of said suit
No. 595 against said Wilsons until plaintiffs are permitted to be
252 made and become parties to said suit, and be permitted to defend the same, and that upon the trial and the proof of the facts herein alledged the said Slaughter and wife be perpetually enjoined from the further prosecuting of any suit for said lands and improvements, and that said Wilson and Wilson be quieted in their title and possession thereof upon plaintiffs being paid the balance of the purchase-money so due and owing to them on said land, and that said Slaughter and wife be adjudged to pay the costs of this suit, and for general relief, &c.

SAM. F. MOSELY,
Plaintiffs' Attorney.

THE STATE OF TEXAS,
Marion County:

Personally appeared before me, the undersigned authority, Thomas F. Purnell, one of the above-named plaintiffs in the annexed and foregoing petition, who makes oath that the facts stated in said petition as of his own knowledge are true, and that on the information of others he believes to be true.

THOMAS F. PURNELL.

Sworn to and subscribed before me this 24th of Oct., A. D. 1868. Witness my official seal and signature.

C. T. GARLAND,
Distr. Clerk M. C.,
By JOHN G. BOYLE.

253 EXHIBIT A.

THE STATE OF TEXAS,
County of Marion:

Know all men by these presents that I, Evelina J. Slaughter, formerly Evelina J. Crutcher, of said State and county, for the sum of eight thousand four hundred dollars, to me paid by J. R. Dunn and Co., the receipt of which is hereby acknowleged, I hereby sell and convey unto the said J. R. Dunn & Co., their heirs and assigns, the following-described tracts of land situated in said county of Marion, surveyed and patented by virtue of the head-right certificates issued to Richard Hazlewood: One survey of 320 acres, beginning at the N. W. corner of a survey of 320 acres made for R. W. Nesmith, assignee of said Hazlewood, from which bears a pine N. 25 E. 7 v'r's; thence east 1,344 v'r's a stake in Cypress Pond, from which a persimmon bears N. 20° W. 8
254 v'r's, a willow oak bears N. 45 W. 8 v'r's, both marked N; thence north 1,158 v's to the S. bank of Black Cypress, from which a white oak bears N. 25° W. 3 v's; thence, with the meanders of the same, N. 60 W. 200 v's; thence at 90 v's to a stake, from which a gum bears N. 30 E. 7 v's; thence west 1,144 v's, a stake from which a red oak bears N. 43° E. 4 v's; thence south 1,360 v's to the beginning. Also 320 acres, beginning at a stake 100 v's north of the southeast corner of a survey in the name of John Humphreys, from which a holly marked R. W. N. bears S. 40, E. 4 v's, a white oak, same mark bears N. 5 E. 4 v's; thence north with E. line of said Humphreys' survey 1,340 v's to a stake from which a black oak marked R. W. N. bears N. 840° E. 5 v's; thence east 1,350 v's to corner on bank of Black Cypress, inaccessable in high water; thence south B. 40 v's to a stake from which a water oak, same marked R. W. N., bears N. 45 W. 13 v's, a water oak, same mark, bears N. 71 W. 10 varas; thence west B. 40 v's to the beginning. Also sixty acres, more or less, lying immediately south of the last-named survey, fronting on Big Cypress Bayou, including the wood-yard and steamboat-landing, being a part of the homestead of said Slaughter. To have and to hold said tracts of land unto to them, the said J. B. Dunn & Co., their heirs and assignees, together with all of the improvements and rights
255 thereunto belonging to in anywise appertaining, free from me, my heirs and assigns forever, the title to which I hereby warrant unto the said J. B. Dunn & Co., heirs and assigns, against all persons whomsoever lawfully claiming the same, or any part thereof.

Given under my hand and sc'oll for seal this the 21st day of July, A. D. 1863.

[SEAL.] E. J. SLAUGHTER.

L. T. GRAY, *County Clerk.*

THE STATE OF TEXAS,
Marion County:

Before me, L. T. Gray, clerk of the county court of said county of Marion, personally came M'r's E. J. Slaughter, to me well known, and to me stated that she had executed the annexed deed or instrument in writing, bearing date the 21st day of July, A. D. 1863, for the consideration and purposes therein stated; to certify which I hereto sign my name and affix the seal of my office this the 21st day of July, A. D. 1863.

L. T. GRAY, *Clerk.*

THE STATE OF TEXAS,
County of Marion:

I, L. T. Gray, clerk of the county court of Marion County, do hereby certify the foregoing deed from E. J. Slaughter to J. B. Dunn & Co., bearing date the 21st day of July, A. D. 1863, was filed in my office for record on the 21st day of July, A. D. 1863, at 4 o'clock.

256 EXHIBIT B.

THE STATE OF TEXAS,
County of Marion:

Know all men by these presents that we, James B. Dunn and Sallie J. Dunn, his wife, for and in consideration of the sum of ten thousand dollars, to be paid as follows, to wit, one check paid by Thomas F. Purnell on the First National Bank, New Orleans, for $2,000.00, dated even date with this and due at sight; one check drawn by Joseph Glenn, payable to the order of Thomas F. Purnell, dated even date with this conveyance, on the Cincinnati Gazette Co., for four thousand dollars; and four thousand to be paid in accordance with a written contract made by and between the said J. B. Dunn and Joseph Glenn on the 2nd day of February, A. D. 1866, have this day bargained, sold, and conveyed, and do by this conveyance bargain, sell, and convey unto the said Joseph Glenn, the following-described real estate in the county of Marion, State of Texas, and known and recognized by the following meets and bounds: One survey of 320 acres, beginning at the N. W. corner of a survey of 320 acres made for R. Nesmith, assignee of Richard Hazlewood, which bears a pine N. 55 E. 7 varas; thence 1,344 v's a stake in Cypress Pond, from which a persimmon bears N. 20 W. 8 v'r's, a
257 willow-oak bears N. 45 W. 8 v'r's, each marked "N;" thence north 1,158 varas to the south bank of Black Cypress, from which a white oak S. 25 W. 3 v'r's; thence with the meanders of said bayou N. 6 W. 200 varas; thence north ninety varas to a stake from which a gum bears north 30° E. 7 varas; thence west 1,144 varas a stake from which a red oak bears S. 43 E. 4 varas; thence south 1,360 varas to the beginning. Also 320 acres, beginning at a stake 110 varas north of the south-east corner of a survey in the name of John Humphreys, from which a holly marked R. W. N. bears south 40° east 4 varas, a white oak, same mark, bears north 5 E 4 varas; thence north with the east line of said Humphreys' survey 1,340 varas to a stake from which a black oak marked R. W. N. bears north 84 E. 5 varas; thence east 1,350 varas to a corner on the bank of Black Cypress inaccessable in high waters; thence south 1,340 varas to a stake from which a water oak marked "R. W. N." bears N. 45° W. 13 varas, a water-oak same mark bears north 71 W. 10 varas; thence west 40 varas to the beginning. Also sixty acres, more or less, beginning immediately south of the last-named survey and fronting on Big Cypress Bayou, including a wood-yard and steamboat-landing on said bayou, being a part of the homestead of the said J. B. Dunn and wife; all which said tracts were located and
258 surveyed by virtue of the head-right certificate of the said Richard Hazlewood; to have and to hold to the same unto the same unto him the said Joseph Glenn, his heirs and assignes, forever; and we, the said James B. Dunn and the said Sallie Dunn, covenant with the said Joseph Glenn that we are lawfully seized of the aforegranted premises, and that we will, and our heirs and assigns shall, the right and title to said property, and all the appurtenances thereunto belonging, unto

the said Joseph Glenn, his heirs and assigns, warrant and defend against the lawful claims of all persons whatsoever; and we, the said J. B. Dunn and Sallie Dunn, for the consideration before expressed, also sell and convey to the said Joseph Glenn all the machinery, fixtures, appert'ances belonging to the beef-packery establishment on said land, save and except certain articles thereof reserved and named in said written contract above refer'ed to; and we covenant with him that we are the lawful owners of said machinery, and that we have a perfect right to sell the same, and that we will, and our heirs and executors shall, unto him, the said Joseph Glenn, his heirs and assigns, the title thereto forever warrant and defend against the lawful claims
259 of all persons whatsoever. In witness whereof we hereto set our hands this the 8th day of February, 1866.

J. B. DUNN.
SALLIE J. DUNN.

Certificate of notary public.

THE STATE OF TEXAS,
County of Marion:

I, J. S. Elliott, notary public in and for the county and State aforesaid, do certify that J. B. Dunn, whose name appears to the above deed, personally came before me and acknowledged the same to be his act and deed, for the consideration, use, and purposes therein expressed.

In testimony whereof I hereunto sign my name and affix my official seal this the 9th day of February, A. D. 1866.

[SEAL.]

J. S. ELLIOTT,
Notary Public Marion County, Texas.

Certificate of notary public.

THE STATE OF TEXAS,
County of Marion:

Before me, J. S. Elliott, notary public for the said county of Marion, personally appeared Sallie J. Dunn, the wife of J. B. Dunn, parties to a certain deed of conveyance bearing date the 9th of February, A. D. 1866, and hereto attached, who, having been examined by me
260 privily and apart from her husband, and having the same fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed and delivered the same, and that she wished not to retract it.

To all of which I hereby certify, by setting my hand officially, with the seal of my office, this 9th day of February, A. D. 1866.

[L. S.]

J. S. ELLIOTT,
Notary Public Marion County, Texas.

Filed February 9th, A. D. 1866, 10 o'clock a. m., and recorded February 10th, A. D. 1866, at 4 o'clock p. m.

A. B. BAYLESS, *Clerk*,
By J. C. TODD, *Deputy.*

Certificate of county clerk.

THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the county court in and for the aforesaid

county of Marion, do hereby certify that the annexed and foregoing is a true and correct copy of a certain deed of conveyance executed by J. B. Dunn and Sallie J. Dunn to Joseph Glenn, as appears of record in my office.

In witness whereof I hereunto sign my name officially and the seal of said court hereto affixed, at office in the city of Jefferson,
261 this 22nd day of October, A. D. 1868.

[SEAL.]

W. H. JOHNSON,
Clerk County Court Marion County.

(Endorsed:) J. B. Dunn & Sallie J. Dunn to Joseph Glenn. Deed conveyance. Certified copy. Oct. 22d, A. D. 1868. W. H. Johnson, clerk.

(Endorsed:) Filed Nov. 12th, 1868. C. T. Garland, clerk, by John G. Boyle, deputy.

Affidavit of Thos. F. Purnell.

THE STATE OF TEXAS,
Marion County:

Personally appeared before me, the undersigned authority, Thomas F. Purnell, one of the plaintiffs in the foregoing petition, who makes *oath* that the facts stated in said petition are true.

THOMAS F. PURNELL.

Sworn to and subscribed before me this 23d day of January, A. D. 1867.

JOHN C. SNEEDBY,
Clerk D. C. M. C.,
By JOHN W. MEEK,
Deputy Clk.

EXHIBIT C.

This 11th day of October, 1866, agreement made and concluded between Joseph Glenn, of Cincin'ati, Ohio, Thomas F. Purnell,
262 of Harrison County, Texas, parties of the first part, and John H. Sanders, Pleasant Taylor, John Taylor, J. C. Myers, of Dallas County, Texas, and A. J. Bell, of Pottawattamie County, Iowa, parties of the second part, witnesseth:

The parties of the first part agree to sell to said parties of the second part the tract of land, containing seven hundred acres by survey, now owned by said Glenn and Purnell, said tract situated on Big Cypress, two and one-half miles from the town of Jefferson, Marion County, Texas, and known as the Beef Packery, together with all the appurtenances, including all the tools and implements belonging to said Packery. The said parties of the second party agrees and binds themselves to pay said parties of the first part for the entire premises, lands, and appertenances the sum of eleven thousand dollars, in the following manner, viz: One thousand dollars payable in thirty days; fifteen hundred dollars payable in ninety days; twenty-five hundred dollars in six months thereafter, and six thousand dollars in one year thereafter;
all to draw interest at the rate of eight per cent. per annum. Upon
263 the payment of the fifteen hundred dollars, if the parties of the second part so desire, they are to have a good deed, with general

warrenty, free from all incumbrances, by their executing a mortgage on the entire premises, to secure the payment of the remaining six thousand dollars. This agreement to be binding and in full force from date, but a failure on the part of said parties of the second part to pay the thousand dollars within the specified time of thirty days forfeits the contract; and the said Glenn and Purnell are at full liberty to use and dispose of the property the same as if this contract was not in existance.

The said parties of the first part reserve the right to gather, prepare, and ship the growing crop on the premises. It is agreed that if the six thousand dollars is paid within eight months instead of 12 months, as specified in the contract, only six per cent. is to be counted.

JOSEPH GLENN.
THOMAS F. PURNELL.
A. J. BELL.
JOHN H. SANDERS.
JOHN TAYLOR.
P. TAYLOR.
J. C. MYERS.

Witness:
P. H. WARNER.
F. PAPPENHEINER.

[Rev. stamps, $11.60.]

(Endorsed:)
Recorded Nov. 8th, 1866, one thousand dollars on the within obligation.

JOSEPH GLENN,
264 By THOMAS F. PURNELL.
THOMAS F. PURNELL.

[Rev. stamps, 50 cents.]

Clerk's certificate.

THE STATE OF TEXAS,
Marion County:

I, C. T. Garland, clerk of the district court in and for said county of Marion, do hereby certify that the annexed and foregoing is a true and correct copy of the petition of Joseph Glenn and Thomas F. Purnell vs. John H. Sanders and others, together with their contract and agreement marked "Exhibit A," now on file at this office.

In witness whereof I hereunto sign my name officially, and the seal of said court hereto affixed, at office, in the city of Jefferson, this the 22nd day of October, A. D. 1868.

[SEAL.]

C. T. GARLAND,
Clerk D. C. M. C.,
Per JOHN G. BOYLE,
Deputy.

(Endorsed:) No. 475. Joseph Glenn & Thomas F. Purnell vs. John H. Sanders and others. Petition for debt and contract filed as Exhibit A. Filed June 23rd, 1867. John C. Sneedby, clerk d. c. M. C., by John W. Meek, deputy.

265 EXHIBIT D.

THE STATE OF TEXAS,
Marion County:

In the district court, spring term, anni Domini 1868.

Petition for suit for trespass to try title and for damages.

M. T. SLAUGHTER & EVALINA J. SLAUGHTER
vs.
JOHN R. WILSON & EDWARD H. WILSON.

To the Hon. Winston Banks, judge of the 8th judicial district, holding sessions in and for said county of Marion.

Evalina J. Slaughter, formerlly Evalina J. Crutcher, who intermarried with M. T. Slaughter on the day of in the year , who is herein joined with her said husband, M. T. Slaughter, who resides in the county of Harrison, in said State of Texas, complaining of John R. Wilson, who resides in the county of Marion, in the State of Texas, and Edward H. Wilson, whose residence is unknown to petitioners, but who temporarily resides in said county of Marion, respectfully state and show that they (petitioners in the right of the said Evalina J. Slaughter) are the true and lawful owners of the following-described tracts or parcels of land lying and being situate in said county of Marion about two or two and a half miles east of the city of Jefferson, in said county of Marion, known and designated, and described as follows, to wit:

266 One tract of *of* 320 acres, beginning at a corner near Big Cypress Bayou, at a corner made for R. W. Nesmith, assignee of Richard Hazewood, from which a pine bears N. 55 E. 7 varas; thence east 1,344 varas a stake in a cypress pond, from which a persimmon bears N. 20° W. 8 varas, a willow oak bears N. 45 W. 8 varas, each marked "N"; thence north 1,158 varas to the south bank of Black Cypress Bayou, from which a white oak bears south 25 W. 3 varas; thence with the meanders of the last-named bayou north 60° W. 200 varas; thence north ninety varas to a stake, from which a gum bears north 30° E. 7 varas; thence west 1,144 varas a stake from which a red oak bears south 43 E. 4 varas; thence south 1,360, to the place of beginning. Also a tract of 320 acres, beginning at a stake 100 varas north of the S. E. corner of a survey in the name of John Humphreys, from which a holly, marked R. W. N., bears south 40° east 4 varas, a white-oak, same mark, bears north 50 E. 4 varas; thence north with the east line of said Humphreys' survey 1,340 varas, to a stake from which a black-oak, marked R. W. N., bears north 84° E. 5 varas; thence east 1,350 varas to a corner on the bank of Black Cypress, inaccessable in high water; thence south

267 1,340 varas to a stake from which a water oak, marked R. W. N. bears north 45° west 13 varas, a water oak, same mark, bears N. 71° W. 10 varas; thence west 1,350 varas to the beginning. Also a tract of land containing sixty acres, more or less, lying on Big Cypress Bayou in said county of Marion, and south of the said last named 320 acres survey, including the wood-yard, steamboat-landing, and packery, near the first described tracts; and petitioners aver and show that on the day of in the year 1863, they were in the peac'ble and quiet possession of said tracts and parcels of lands holding and enjoying the same; and that one J. B. Dunn, with force and

arms violently, unlawfully, and fraudulently ejected petitioners from the aforesaid premises; and that they, petitioners, have not been permitted to hold, use, and occupy said premises since said date named; and petitioners further aver that the said John R. Wilson and the said Edward H. Wilson, are jointly and severally, wrongfully and fraudulently holding, using, and occupying and enjoying the above-described premises by force and arms, and against the will or consent of petitioners, and have so done since the day of in the year , to the great damage of petitioners, to wit, in the sum of ten thousand
268 dollars. Petitioners further aver that said defendants have cut off and destroyed timber which grew upon the land, and otherwise damaged the same to the injury and damage of the petitioners in the sum of two thousand dollars; that the use and rent of said land and premises are reasonably worth the sum of two thousand dollars per annum. Petitioners pray that said defendants be cited to answer this suit, and that they have judgements against said defendants for the damages herein claimed and set forth, and that restitution of said premises be awarded to them and for general relief.

M. T. SLAUGHTER.
EVALINA J. SLAUGHTER,
Per H. P. MABRY, *Atto. at Law.*

THE STATE OF TEXAS,
Marion County:

I, C. T. Garland, clerk of the district court in and for the said county of Marion, do hereby certify that the annexed and foregoing is a true and correct copy of the petition of M. T. Slaughter and Evalina J. Slaughter vs. John R. Wilson and E'ward H. Wilson, now on file in my office.

In witness whereof I hereunto sign my name officially and the
269 seal of said court hereto affix at office in the city of Jefferson this 21st day of October, A. D. 1868.

C. T. GARLAND,
Clerk D. C. M. C.
Per JOHN G. BOYLE,
Deputy.

(Endorsed:) No. 595. M. T. Slaughter and Evalina J. Slaughter vs. John R. Wilson and Edward H. Wilson. Petition trespass to try titles and for damages. Filed June 5th, 1868. C. T. Garland, clerk D. C. M. C.

EXHIBIT E.

THE STATE OF TEXAS,
Marion County:

Whereas at the July term of the county court of said county, held on the last Monday of said month, 1863, in matters pertaining to dec'd's'd persons, and especially pertaining to the estate of D. B. Culberson, dec'd's'd, following order was made by said court:

In county court. July 27th, A. D. 1863.

EVALINA J. SLAUGHTER
vs.
O. C. ROBERTS, A'M'R'T., &C., OF D. B. CULBERSON, dec'ed. } Petition for title to land.

Now on this day came the plaintiff, E. J. Slaughter, upon her petition filed in this court praying the court for a decree her a title to the lands

therein named, and hereafter described, which land was sold by said dec'd, and for which he gave bond for title upon the payment of the purchase-money, which bond is filed in this court and is duly
270 transferred to said Slaughter, who holds said bond by legal transfer from said Roberts to him, which is also on file in this court, and it appearing to the court that said Roberts has been duly served with notice of plaintiff's petition filed in this court, and that said sale of de'sed land was legally made by said dec'd, and the purchase-money has been paid the estate in compliance with the terms of said title-bond of said deceased. It is therefore ordered by the court that the said Roberts, as administrator of said estate, make title to the said land according to the tenor of said bond, which land is situated in Harrison County in said State, and is known as the west half of the following survey of land: 1,385 acres (more or less) known as the Geer place, on which said Roberts resides, beginning at Big Cypress or an oak at the water edge on the south bank of Big Cypress in Urguhart's corner; thence running south 1,092 varas; thence west 383 varas to Fosene's corner; thence south 1,989 varas to a stake from which a post-oak bears N. 61 west $5\frac{8}{10}$ varas, a post oak bears 3.31 west 8 varas, both marked R. B.; thence west 900 varas to a stake from which a post-oak bears S. 31 W. 8 varas, both marked B. B.; thencé N. 1,365 varas to a stake from which a black-oak 20 in. diam. bears N. 39 W. 7 varas, marked
271 L. M., a post-oak 8 in. diam. bears S. 10 E. 7 varas, marked A. J.; thence west 1,230 varas, a stake from which a post-oak 18 in. dia. bears S. 71 E. 3 varas, another 20 in. dia. N. 33° E. $10\frac{2}{12}$ varas, both marked L. M.; thence south 660 varas, a stake in a branch from which a sugar-tree bears 12 in. diam. S. 42 W. $8\frac{4}{10}$ varas, a water-beach in. dia. S. $72\frac{1}{2}$ W. 7 varas, both marked Ag.; thence W. 13.30 varas, a stake from which a sweet-gum 20 in. dia. bears S. $73\frac{1}{2}$ varas, a water-oak 10 in. dia. bears N. $73\frac{1}{2}$ W. 16.10 varas, both marked Ag.; thence N. 1,620 varas a stake a white-oak bears 50 in. dia. N. 1 varas; thence down said bayou with its meanders to the place of beginning.

Now, in consideration of the premises, I, O. C. Roberts, as administrator of said Culberson, deceased, in compliance with the bond of said Culberson, made and executed by him for title to said land as well as in compliance with the foregoing order of said court, I hereby, as administrator as aforesaid, *hereby* convey unto the said E. J. Slaughter, in her own separate right and for her own separate use and behoof, all the right, title, interest, and claim that the said Culberson had or held at the time of his death in and unto said land, and all the right and hereditaments and improvements thereunto belonging or in any
272 wise appertaining, to have and to hold the same unto her, the said E. J. Slaughter in her own separate right, her heirs and assigns forever, free from the heirs and assigns of said Culberson, his heirs and assigns forever.

Given under my hand and scrawl for seal, as administrator as aforesaid, this 3rd day of August, A. D. 1863.

O. C. ROBERTS, [SEAL.]
Adm'n'st'r.

Clerk's certificate.

THE STATE OF TEXAS,
Marion County:

Before me, L. T. Gray, clerk of the county court of said county of Marion, personally came O. C. Roberts, administrator of the estate of

D. B. Culberson, deceased, to me well known, and to me stated that he had executed the annexed deed or instrument in writing, bearing date the 3rd day of August, A. D. 1863, for the consideration and purposes therein stated.

To certify which I hereto sign my name and affix the seal of my office, this the 21st day of September, A. D. 1863.

[L. S.] L. T. GRAY, *Clerk.*

I certify that the foregoing is a true copy of the original deed and certificate of acknowledgement as filed in my office for record, on the 24th day of September, A. D. 1863, at 5 o'clock p. m., this 15 November, 1863.

B. F. FREDERICI, *Clerk.*
Per THOMAS TWITTY, *D. C.*

273 THE STATE OF TEXAS,
County of Harrison:

I, E. Blackwell, clerk of the county court of Harrison County, do hereby certify that the within and foregoing deed and certificate of proof is a true copy taken from the records of the same as recorded in my office in Book T, pages 533 & 534 & 535.

To certify which I hereto sign my name and affix the seal of my office at the city of Marshall, this the 20th day of October, A. D. 1868.

[SEAL.] E. BLACKWELL, *Clerk,*
By A. Q. CLARK, *D. C.*

EXHIBIT F.—Deed of O. C. Roberts to E. J. Slaughter.

THE STATE OF TEXAS,
Marion County:

Know all men by these presents, that I, O. C. Roberts, of said State and county, for the sum of six thousand dollars to me paid by E. J. Slaughter, of said State and county, the receipt of which is hereby acknowledged, I hereby sell and convey unto the said E. J. Slaughter, in her own separate right, the following described tract of land, situated in Harrison County, in said State, known as the west half of the following survey of land, containing 1,385 acres, more or less, beginning at the Big Cypress on an oak at the water's edge on the south
274 bank of Big Cypress, in Urquhart's corner; thence south 1,092 v'r's; thence west 383 v'r's to Foscue's corner; thence south 1,989 v'r's, to a stake from which *a stake from which a stake from which* a post oak bears N. 61 W. $5\frac{8}{10}$ v'r's, a post oak bears S. 31 W. 8 v'r's, both marked R. B.; thence west 900 v'r's to a stake from which a post oak b'rs S. 31 W. 8 v'r's, both marked R. B.; thence N. 1,365 v'r's to a stake, from a pine b'rs $626\frac{3}{10}$ v'r's, another b'rs S. 18 W. $6\frac{4}{10}$ v'r's, both marked R. B.; thence N. 1,365 v'r's to a stake from which a black oak 20 in. dia. b'rs N. 39 W. 7 varas, marked L. M., a post oak 8 in dia. b'rs S. 10 E. 7 v'r's, marked A. J.; thence west 1,230 varas a stake, from which a post oak 18 in dia. b'rs S. 71 E. 3 v'r's, another 20 in dia. b'rs N. 33 E. $10\frac{2}{2}$ v'r's, both marked L. M; thence south 660 v'r's a stake in a branch from which a sugar tree b'rs (12 in dia.) S 42 W. $8\frac{4}{10}$ v'r's, a Wester beach in dia. bear' S. $72\frac{1}{2}$ W. 7 v'r's, both marked Ag.; thence W. 1,330 v'r's a stake from which a sweet gum 20 in dia. b'rs S. $73\frac{1}{2}$ E. $2\frac{6}{10}$ v'r's, a water oak 10 in dia. b'rs N. $73\frac{1}{2}$ W. $1\frac{6}{10}$ v'r's, both marked Ag.; thence N. 1,620 v'r's a stake in the cliff of Big Cypress Bayou,

from which *a* stake a white oak b'rs (50 in dia.) N. 1 v'r's; thence down said bayou with its meanders to the beginning corner; to and
275 to hold said tract of land, together with all and singular the improvements, rights, *and singular the improvements, rights*, and heredi'ments thereunto belonging in any wise appertaining, free from me, my heirs and assigns forever, unto the said E. J. Slaughter in her own separate right, and for her own separate use and behoof and her heirs and assigns forever. The title to which land and improvements I hereby warrant unto the said E. J. Slaughter, her heirs and assigns, against the claims all persons whomsoever lawfully claiming the same or any part thereof. Given under my hand and scrall for seal this the 3rd day of August, A. D. 1863.

O. C. ROBERTS. [SEAL.]

Clerk's certificate.

THE STATE OF TEXAS,
Marion County:

Before me, L. T. Gray, clerk of the county court of said county of Marion, personally appeared before me O. C. Roberts, to me well known, and to me stated that he had executed the annexed deed or instrument in writing bearing date the 3rd day of August, A. D. 1863, for the considerations and purposes therein stated.

To certify which I hereto sign my name and affix the seal of my office this the 21st day of September, A. D. 1863.

[SEAL.] L. T. GRAY, *Clerk.*

276 *Certificate of clerk.*

I certify that the foregoing is a true copy of the original deed and certificate of acknowledgement, as filed in my office for record on the 24th day of September, A. D. 1863, at 5 o'clock p. m., this 15 day of September, A. D. 1863.

B. F. FREDERICI, *Clerk*,
Per THO'S TWITTY, *D. C.*

IN CHAMBERS, SULPHUR SPRINGS,
Hopkins County, Texas, Nov. 2d, 1868.

The clerk of the district court of Marion County, Texas:

Joseph Glenn and Thomas F. Purnell, plaintiffs in the annexed and foregoing petition, are hereby granted permission to intervene and make themselves parties defendants in suit No. 595, now pending in your court, wherein Evelina J. Slaughter and her husband, M. T. Slaughter, are plaintiffs, and John R. and Edward H. Wilson are defendants; said clerk will also issue the writ of injunction prayed for in said annexed petition upon petitioners executing to said Slaughter and wife bond with good sufficient securities in the sum of one thousand dollars, condititioned as the law directs in cases of injunction.

WINSTON BANKS,
Judge 8 Judicial District.

277 *Rule for costs.*

DEC. 11TH, 1868.

M. T. SLAUGHTER & EVALINA J. SLAUGHTER
vs.
JOHN R. WILSON & EDWARD H. WILSON. } No. 595.

This day this cause being called, comes the clerk and moves the court that plaintiffs be ruled for costs, which is granted.

Order of the court.

DEC. 15TH, 1868.

THOMAS F. PURNELL & JOSEPH GLENN
vs.
M. T. SLAUGHTER & EVALINA J. SLAUGHTER. } No. 639.

This day this cause being called, it is suggested that this cause has been consolidated with No. 595, M. T. Slaughter and wife vs. John R. Wilson and Edward H. Wilson, by order in vacation filed in this cause.

The following is the proceedings had and the papers filed at the fall term, 1869, of the district court of Marion County, Texas:

District court, fall term, Jan. 9th, 1870.

THE STATE OF TEXAS,
Marion County:

M. T. SLAUGHTER & E. J. SLAUGHTER, HIS wife,
vs.
JOHN WILSON & EDWARD WILSON.

Joseph Glenn & Thomas Purnell, intervened, are made defendants.

To the Hon. C. T. Garland, judge of the 8th judicial district of
278 the State of Texas, within which district is the county of Marion:

Petitioner, Joseph Glenn, resident of the State of Ohio, would respectfully state and show unto your honor that heretofore, to wit, on the day of , A. D. 186 , M. T. Slaughter & his wife, E. J. Slaughter, resident citizens of Harrison County aforesaid, filed their petition in the office of the district clerk of Marion County aforesaid, complaining against John Wilson and Edward H. Wilson as trespassers on the tract of land described in plaintiff's petition. The said Wilson & Wilson are resident citizens of the State of Louisiana. The said plaintiffs claim to be the owners of said tract of land.

Your petitioner, Joseph Glenn, further shows to your honor that at the time plaintiffs filed that said complaint your petitioner and Thomas F. Purnell, who is a resident citizen of Harrison County, were the equicable owners of the said land described tracts of land by plaintiffs in their said petition, and, being such owners, afterward, to wit, on the 12th day of November, A. D. 1868, your petitioner and said Purnell filed their petition in the district court of Marion County aforesaid against
said plaintiffs, setting up their equitable title to said land,
279 and to perpetuate the testamony of one L. T. Gray, and to enjoin the plaintiffs from prosecuting their suit to final judgement until the last named suit, No. 639, was disposed of.

Your petitioner shows to your honor that the fall term of the district court of Marion County, and on the 15th December, A. D. 1868, by an order entered on the minutes of said court, said cases above described, to wit, No. 595, No. 639, were consolidated and ordered to be tried together; that by reason of said order of consolidation your petitioner and the said Purnell became defendants in No. 595.

Petitioner further shows that said institutions of suit No. 639, for a

valuable consideration paid by your petitioner to the said Thomas Purnell, your petitioner became the owner of all the right, title, and interest in and to *to* said land before had and held by your petitioner and the said Thomas Purnell jointly to the said tract of land.

Your petitioner shows that the said Wilson & Wilson, as he is informed and believes, set up no claim whatever to the land in controversy; that the land named and described in plaintiff's petition is
280 worth more than two thousand dollars. He further states, your honor, that said cause No. 595 is one in which there can be a final determination of the controversy, so far as it concern' your petitioner, without the presence of the said Thomas Purnell, who disclaims all interest in and to the said land (see Exhibit A, hereto attached, and made a part of hereof), and without the presence of said Wilson & Wilson, who have no interest in the land in controversy, who are resident citizens of the State of Louisiana, who were only occupying the land when plaintiffs commenced their suit.

Petitioner further shows that said suit numbered on the docket 595 is still pending in the district court of Marion County, and that the county of Marion aforesaid is within the western district of Texas, and in the jurisdiction of the circuit court of the United States held at Tyler, Texas.

Your petitioner further states that he has reason to believe, and does believe, that, from local influence in the county of Marion, where said suit is pending, he will not be able to obtain justice in said district of Marion County.

Your petitioner here come' into court and offers good and sufficient surety on bond for his entering into said circuit court of the
281 United States on the first day of its sessions after the granting the order. He prays for copies of all process, pleadings, depositions, testimony, and other proceedings in said suit No. 595.

Your petitioner is ready to conform to such other requirements as may be imposed by law.

Your petitioner also states and shows unto your honor that he is the only party in possession and interested as defendants in the title of the said land now held and occupied by tenants of your petitioner.

Wherefore your petitioner prays for an order removing said case No. 595, as consolidated with said suit No. 639, to the circuit court of the United States for the western district of Texas, next to be held at Tyler, in the county of Smith, and will ever pray, &c.

JOSEPH GLENN,
Per SAM. F. MOSELY AND
B. W. GRAY,
Attorneys.

I, Thomas Purnell, agent and attorney in fact of the said Joseph Glenn, named in the foregoing petition, do solemnly swear that the allegations of facts contained in the foregoing petition*er* and independant of the records of cases refer'ed to are true.
282 THOMAS F. PURNELL.

Sworn to and subscribed before me this 18th day of January, A. D. 1870.

J. H. SALMAN, *Clerk*,
By W'M A. ANDERSON,
Deputy.

I, Thomas Purnell, hereby disclaim all claim to the land described in suit No. 595, pending on the docket of the district court of Marion County, wherein M. T. Slaughter and E. J. Slaughter are plaintiffs and Wilson and Wilson are defendants; also Joseph Glenn and myself have been made defendants. I have sold and conveyed, by absolute conveyance, all claim or interest in and to said land. This sale and conveyance heretofore made and a matter of record.

Given under my hand this 17th day of January, A. D. 1870.

THOMAS F. PURNELL.
SAM. F. MOSELY AND
B. W. GRAY,
Attorneys.

Petition for removal of cause No. 595 to circuit court of the United States at Tyler.

THE STATE OF TEXAS,
Marion County:

283 M. T. SLAUGHTER & E. J. SLAUGHTER
vs.
WILSON & WILSON.

Joseph Glenn & Thomas F. Purnell made defendants.

The plaintiffs in the above-entitled suit will take notice that defendant Joseph Glenn, in the above-entitled suit, has filed his petition in the district court of county of Marion, praying for an order to remove said cause No. 595 as consolidated with suit No. 639, to the circuit court of the United States for the western district of the State of Texas, at Tyler, and that said petition for removal will be heard at the present term of said district court of Marion County.

JOSEPH GLENN,
By SAM. F. MOSELY AND
B. W. GRAY,
Attorneys.

(Endorsed:) No. 595. M. T. Slaughter & E. J. Slaughter vs. Wilson & Wilson. Joseph Glenn & Thomas F. Purnell.

Sheriff's return.

Notice to plaintiff's: Original came to hand on January 18th, 1870, and executed the same day by handing to M'r's E. J. Slaughter in person a true copy of the within notice.

H. J. NICHOLS,
Sheriff of Harrison County,
284 By C. W. TALIAFERRO,
Deputy.

Order of court.

JANUARY 25TH, 1870.

M. T. SLAUGHTER & E. J. SLAUGHTER
vs.
WILSON & WILSON, & THOMAS F. PURNELL
& Joseph Glenn.

And now at this term of the court comes defendants Glenn and

waves the court to remove cause to United States circuit court at Tyler, and the same being seen and considered by the court that the law is for the motion, the same is hereby granted, to which defendants E. H. Wilson and E. J. Slaughter except; bond fixed at five thousand dollars and filed with approved security.

THE STATE OF TEXAS,
County of Marion:

In district court, December term, 1869.

M. T. SLAUGHTER & EVALINA J. SLAUGHTER
vs.
JOHN R. WILSON & EDWARD H. WILSON, & Joseph Glenn & Thomas F. Purnell. } No. 595.

Know all these men by these present, that we, Joseph Glenn & Thomas F. Purnell, and D. Campbell as sureties, are held and firmly bound unto M. T. Slaughter and Evalina J. Slaughter, the plaintiffs in the above-entitled suit, in the sum of five thousand dollars, well and truly
285 to be paid, for the payments of which we bind ourselves, jointly and severally, are our heirs an' legal representatives, firmly by these presents. Witness our hand and scroll for seal this the 25th day of January, 1870.

The condition of the above obligation is such that whereas the district court of said county of Marion has by order of said court removed the suit named in the above-entitled cause in which said M. T. Slaughter and Evalina J. Slaughter are plaintiffs, No. 595, and as consolidated with suit No. 639, in which suit No. 595 John R. Wilson and Edward H. Wilson & Josoph Glenn and Thomas F. Purnell are defendants on the docket of said district court, to the circuit court of the United States for the western district of the State of Texas, at Tyler: Now, if the said defendant, Joseph Glenn, shall, on or before the first day of the next term of the said circuit court of the United States for the western district of the State of Texas, at Tyler, enter in said court copies of all process against him, and of all proceedings, depositions, testimony, and other proceedings the said cause affecting or concerning him, then the obligations to be void, otherwise to remain in
286 full force and effect. Witness our hands and scrowl for seal this 20th day of January, A. D. 1870.

JOSEPH GLENN, [SEAL.]
By THOMAS F. PURNELL. [SEAL.]
THOMAS F. PURNELL. [SEAL.]
D. CAMPBELLS. [SEAL.]

Approved January 25th, 1870.

C. T. GARLAND,
Judge 8th District Texas.

(Endorsed:) No. 595. M. T. Slaughter, Evalina J. Slaughter vs. Wilson & Wilson, Joseph Glenn, Thomas Purnell. Bount to removed cause to the circuit court of United States, at Tyler, Texas. Filed January 25th, 1870. J. W. Salman, C. D. C. M. C., by W'm A. Anderson, deputy.

287 THE STATE OF TEXAS,
County of Marion:

I, W'm H. Anderson, clerk of the district court in and for the county of Marion, hereby certify that the above and foregoing is a full and correct transcript of the record and all proceedings had in this cause in which M. T. Slaughter and E. J. Slaughter are plaintiffs, against Wilson & Wilson & Glenn & Purnell, defendants, now on file in my office.

Witness, W'm H. Anderson, clerk of the district court of Marion County.

Given under my hand and the seal of said court, at office in the city of Jefferson this the 16th day of April, A. D. 1870.

W'M A. ANDERSON,
Clerk of the District Court Marion County.

288 In chancery in U. S. cir. court, western dist. Texas, at Tyler, April term, A. D. 1871.

M. T. SLAUGHTER AND EVELINA J. SLAUGHTER
vs.
WILSON AND WILSON, DEF'TS, AND GLENN AND Purnell, intervenors.

And now, by leave of the court, comes Joseph Glenn, intervenor in said cause, and amending his petition and the paper filed by him in this cause on the 16th day of November, A. D. 1870, styled an answer, strikes out the word "defendant" wherever it occurs in said pleading as descriptive of Joseph Glenn, and writes in lieu thereof the word "intervenor."

And further amending, this intervenor alleges that by reason of the absence of her husband the sole responsibility and task of supporting herself and children and preserving her separate property was devolved on the said Evelina J., and that she had no means of doing this excepting by the labor of her slaves on a farm, and that, on ac-
289 count of the sickness of the farm described in her petition, she was not only losing by death her servants and children and incurring increased expenses for medicine and medical attention, but her ability to derive a support was constantly diminishing; wherefore it became evident to her that it was advisable and necessary for her to procure a farm in a different locality, to enable her to preserve her property and support her family; but this intervenor alleges that, being without means, she could not make the change without selling the land described in plaintiffs' petition to raise the money, and, ascertaining that she could purchase the tract of land described in the petition of intervention as deeded to her by Roberts, she sold the land now sued for to J. B. Dunn and his partner, E. Price, under the firm name of J. B. Dunn & Co., to procure the money with which to purchase said tract of land from Roberts, and, with six thousand dollars of said money, did purchase said tract of land from said Roberts, which lies in Har-
290 rison County, State of Texas, and not Marion, as heretofore alleged, and moved on the same with her children and servants, and has ever since and still, in conjunction with her husband, M. T. Slaughter, enjoys the use of and cultivates said land, and receives the rents and profits of the same, which have been of the yearly value of one thousand dollars, and have been used by her as her sole means of support for herself and children.

This intervenor represents that, induced by the agreement of sale as

aforesaid made and entered into between him and the said Evelina J. Slaughter of the land mentioned in her petition, and believing it would be carried out in good faith, the said J. B. Dunn went into possession of said premises, and proceeded to put up and erect thereon houses, fences, and other improvements, of the value of ten thousand dollars, and to cut down trees and exercise other acts of ownership over the same, and with the full knowledge and consent of said Evelina J.
291 Slaughter and her husband, M. T. Slaughter, said J. B. Dunn continued to hold said premises as his own property until he sold the same to this intervenor, he, the said Dunn, having in the mean time purchased the interest of his partner, E. Price, and received from him the sum of ten thousand dollars therefor, this intervenor being induced to make such purchase because of the long-continued and uninterrupted possession of said premises by said J. B. Dunn, with the full knowledge and consent of said M. T. & Evelina J. Slaughter, and that he had been allowed and encouraged by them, in the full faith that said agreement of sale would be carried out by them, to spend money in putting valuable improvements thereon, as before alleged, and the addition to his deed for said land, said J. B. Dunn, who is a non-resident of the State of Texas and insolvent, has transferred and assigned to this intervenor all of his rights and equities incident to, or resulting from, or growing out of the aforesaid transaction between him and said Evelina J.
292 and in the full faith of said *said* sale by the said Evelina J. being carried out and abided by, this intervenor, and those holding in priority with him under his warranty, have entered upon and continues to hold possession of said land, to cultivate the same, and cut down the timber thereon, and erect fences, build houses, cribs, and stables, and erect steam-engines and boilers, constructed vats, &c., as heretofore al'eged. This intervenor charges that by reason of the premises the said Evelina J. did, by her deed aforesaid, sell and convey to said J. B. Dunn and Co. a good and perfect title to said land. And he further charges that even if the execution of said deed had been defective, yet by reason of the facts hereinbefore stated the said Evelina J. would be bound in equity to perform said agreement of sale made by her with said J. B. Dunn & Co., and if entitled to relief in neither of these respects, the said Evelina J. would be bound in equity to convey to
293 intervenor the tract of land deeded to her as aforesaid by said Roberts, and to repay to intervenor the two thousand four hundred dollars received by her in excess of the price paid for it by her for said land, according to the value of said money, which intervenor alleges was worth at the date of said transaction one hundred cents in the dollar in gold coin; and also to account to him for the rents and profits of said land, and to pay him the value of the improvements placed on the tract of land sued for by her by said J. B. Dunn and those holding in priority with and under him, and this intervenor prays alternatively for the relief for which he is so entitled, and for all such other or further relief as he may in equity be entitled to receive, and as a duty, &c.

MOSELEY, HENRY,
JENNINGS, SMITH & JENNINGS,
Atty's for Intervenors.

And further amending, intervenor alleges that the allegation made in his amended pleading filed in this cause on the 16th Nov., 1870, that the said James B. Dunn, being the person described as J. B. Dunn & Co., did convey to said James B. Dunn, under the name & description

of J. B. Dunn & Co., was made by mistake, & he now corrects said petition by alleging that said land was purchased by & said conveyance made to said James B. Dunn and his partner E. Price under their firm name and designation of J. B. Dunn & Co., and intervenor now corrects all allegations in his pleadings inconsistent with this averment, & alleges that by purchase, before the sale to this intervenor, said J. B. Dunn had purchased the interest of said Price in said land & equities.

And further answering, this intervenor alleges that since the
294 filing of his original bill of intervention in this cause, the suit referred to in said bill as filed in the district court of Marion County, in the State of Texas, against John H. Sanders, Pleasant Taylor, John Taylor, J. C. Myers, and A. J. Bell, by this intervenor, and Thomas F. Purnell, for and on account of a balance of purchase of money due by them for the premises described in plaintiff' (Slaughter) original petition, on a contract of sale between intervenor and said Purnell, plaintiffs, and said Sanders, Taylor, and others, defendants, for said premises, has entered into a judgment in said district court of Marion County, on, to wit, the 12th day of January, A. D. 1870, which said judgment, a transcript of which is herewith filed as proof of this amendment, marked "Exhibit K," was rendered by said court by and with the consent of all the parties, plaintiff and defendant thereto, and the said John R. Wilson and Edward H. Wilson, who had intervened therein, and by
295 said judgment the title to said premises, both legal and equitable, was reinvested in this intervenor, and he is now by purchase, transfer, and compromise, the sole owner of said land and premises, and of all the rights and equities growing out of and incident to the transactions between the said Evelina Slaughter and the said J. B. Dunn & Co., and the aforesaid Roberts.

Wherefore this intervenor prays judgment as heretofore.

MOSELEY, JENNINGS, AND HENRY,
For Intervenor.

296 EXHIBIT K.

Record from Harrison Co.

This 11th day October, 1866, agreement made and concluded between Joseph Glenn, of Cincin'atti, Ohio, Tho's F. Purnell, of Harrison County, Texas, parties of the first part, and John H. Saunders, Pleasant Taylor, John Taylor, J. C. Myers, of Dallas County, Texas, and A. J. Bell, of Pottawattamie County, Iowa, parties of the second part, witnesseth. The parties of the first part agrees to sell to said parties of the second part the tract of land containing seven hundred acres by survey, now owned by said Glenn and Purnell, said tract situated on Big Cypress, two and one half miles from the town of Jefferson, Marion County, Texas, and known as the Beef Packery, together with all the appurtenances, including all the tools and implements belonging to said packery. The said parties of the second party agrees and bind themselves to pay said parties of the first part for the entire premises, lands, and appurtenances the sum of eleven thousand dollars, in the following manner,
297 viz: One thousand dollars payable in thirty days, fifteen hundred dollars payable in ninety days, twenty-five hundred dollars in six months thereafter, and six thousand dollars in one year, all to draw interest at the rate of eight per cent. per annum. Upon the payment of the fifteen hundred dollars, if the parties of the second part so desire, they are to have a good deed with general warranty, free from

all incumbrances, by their executing a mortgage on the entire premises, to secure the payment of the remaining six thousand dollars.

This agreement to be binding and in full force from date, but a failure on the part of the said parties of the second part to pay the thousand dollars within the specified time of thirty days forfeits the contract, and the said Glenn & Purnell are at full liberty to use or dispose of the property the same as if this contract was not in existence. The said parties of the first part reserve the right to gather, prepare, and ship the growing crop on the premises. It is agreed that if the six thousand
298 dollars is paid within eight months instead of 12 months, as specified in the contract, only six per cent. is to be counted.

JOSEPH GLENN.
THO'S F. PURNELL.
A. J. BELL.
JOHN H. SAUNDERS.
JOHN TAYLOR.
P. TAYLOR.
J. C. MYERS.

Witness:
P. H. WARNER.
J. PAPPENHEIMER.

[Int. rev. stamps, $11.60.]

Rec'd Nov. 8th, 1866, one thousand dollars on the within obligation.

JOSEPH GLENN,
By THOMAS F. PURNELL.
THOMAS F. PURNELL.

(Endorsed:) Filed January 23rd, 1867. John C. Smedley, clerk D. C. M. C., by John W. Meak, deputy.

THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court in and for the county of Marion, do hereby certify that the above and foregoing is a true
299 and correct copy of Exhibit A attached to petition and with papers in case No. 475, Joseph Glenn and Thomas F. Purnell vs. John N. Saunders et al., now on file in my office.

Attest: W. H. Johnson, clerk of the district court of Marion County. Given under my hand and the seal of said court at office this 1st day of May, A. D. 1871.

[SEAL.]

W. H. JOHNSON,
C. D. C. M. C.,
By T. R. OWEN,
Deputy.

In district court, fall term, 1869, January 12th, A. D. 1870

JOSEPH GLENN AND THOMAS F. PURNELL
vs.
JOHN H. SAUNDERS. } No. 475.

In this case it is agreed that the suit shall be dismissed at the costs of plaintiffs. Plaintiffs agree to surrender and do hereby release defendants of all claims for money for or on account the cause of action in said suit, and defendants release plaintiffs of all demands or claims resulting

or arising out of the joint suit, whether as damages for the wrongful suing out of the attachment in the case or otherwise, and relin-
300 quish all claim to the land and improvements for the purchase of which the contract, which is the foundation of this suit, was given; and it is also agreed, between the parties to this suit, that the dismissal of said suit and the agreement of parties respecting thereto is in consideration of an agreement made and entered into between Joseph Glenn, for himself and his co-plaintiff, Thomas F. Purnell, and E. A. Wilson & Son, acting for themselves and in place of defendants, on the day of July, 1869, signed in duplicate by the parties, in respect to the possession, claims, and all other matters arising out of connected with the purchase of said property by Saunders, Turner & Co., from plaintiffs, and the claim of said E. A. Wilson and Son to said land, which agreement is hereby agreed to, ratified, and confirmed.

SAM. F. MOSELY,
Plaintiffs' Attorney.
D. B. CULBERSON,
Attorney for Def'd'ts.

THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court in and for the
301 county of Marion, do hereby certify that the above and foregoing is a true and correct copy of the judgment in case No. 475, Joseph Glenn and Thomas F. Purnell against John H. Saunders et al., as appears of record in this court now in my office.

Attest: W. H. Johnson, clerk of the district court of Marion County. Given under my hand and the seal of said court, at office, this 1st day of May, A. D. 1871.

[SEAL.]

W. H. JOHNSON,
C. D. C. M. C.,
By T. R. OWEN,
Deputy.

(Endorsed:) No. 475. Joseph Glenn vs. Thomas F. Purnell vs. John H. Saundets et al. Certified copy of Exhibit A, and judgment Exhibit K.

(Endorsed:) No. 983. Slaughter and wife vs. Wilson & Wilson, defendants. Glenn and Purnell, defendant. Filed May 8th, 1871. W. C. Robards, clerk.

302 In U. S. circuit court, western district of Texas, at Tyler.

M. T. SLAUGHTER & E. J. SLAUGHTER
vs.
WILSON & WILSON & GLENN & PURNELL, intervenors.

And now comes the intervenors Glenn, and moves the court to transfer this case from the law to the chancery docket of this court.

S. F. MOSELEY ET ALS.,
For motion.

(Endorsed:) No. 983. Slaughter and wife vs. Wilson and Wilson, defendants, and J. B. Glenn, intervenor. Motion to transfer case to chancery docket. Filed April 25, 1871. W. C. Robards, clerk.

303 *Motion to strike cause from the docket.*

In circuit court of the U. S. for the western dist. of Texas, at Tyler.

M. T. SLAUGHTER AND WIFE
vs.
JOHN R. WILSON ET AL. } No. 983.

Now come the plaintiffs, M. T. Slaughter and Evelina J. Slaughter, in the above-entitled suit, by attorney, for the purpose of making this motion, and here specially disclaim any appearance herein for any other purpose, and moves the court to strike said cause from the docket of this court, for the following reasons, viz:

1st. Because said cause was a suit at law instituted in the district court of the county of Marion, in the State of Texas, by said M. T. Slaughter and Evelina J. Slaughuer, against John R. Wilson and Edward H. Wilson, all of whom were resident citizens of the State of Texas, and not authorized by law to remove the same from said court last above named to this court for trial.

2nd. Because said parties did not at any time move the said district court of said county of Marion to remove said cause from that
304 court to this; but at all times persistently objected to said removal.

3rd. Because one Joseph Glenn and one Thomas F. Purnell, without authority of law, pretended to intervene in said suit, and procured an order from said district court of said county of Marion to remove said suit to this court, which said order was contrary to law, but that the same being in force, said Slaughter and wife cannot pursue their legal remedies in said court against said Wilson & Wilson; wherefore said Slaughter & wife move the court to dismiss the same from the docket of this court, that said cause may be adjudicated.

4th. The said Glenn & Purnell filed a bill for injunction of Slaughter & wife from proceeding against Wilson & Wilson, in their suit of trespass to try title, & obtained an order of injunction of said suit on condition they should give a bond in the sum of one thousand dollars, which said bond was never given, & said writ of injunction never issued, & said order granting said injunction also authorized the said Glenn & Purnell to intervene & make themselves parties to the suit brought by the said Slaughter & wife, which said order was made in
305 vacation, without notice to Slaughter & wife, and is a nullity, & was never spread upon the minutes of said court, and said order was made in the county of Hopkins & not in Marion County.

5th. The said injunction suit was never consolidated with the suit of Slaughter & wife against Wilson and Wilson, and the said Purnell & Glenn never did file any proceeding, answer, or other thing in said suit at law, before the same was brought into this court, by which they changed the character of said suit from a court of law to a court of equity, & without this the said Glenn & Purnell are improperly parties to this suit, and had no right to bring the same into this court, and the same ought to be remanded to the State district court of Marion County, with an order procedendo from this court.

H. P. MABRY,
ROBINSON & HERNDON,
Att'ys for Slaughter & Wife.

(Endorsed:) No. 983. Slaughter & wife vs. Wilson et al. Motion. Filed April 26, 1872. W. C. Robards, clerk.

306 In the circuit court of the United States in and for the western district of Texas, at Tyler, Texas.

M. T. SLAUGHTER AND WIFE
vs.
WILSON AND WILSON AND GLENN AND PURNELL.

Interrogatories to be propounded to William Knox, J. T. Veal, Ward Taylor, j'r, and Henry Aha, resident citizens of Marion County, in the State of Texas, witnesses for the plaintiffs in the above-entitled cause, whose answers, when taken, are to be read in evidence on the trial of said cause.

367 Interrogatory 1st. Are you acquainted with M. T. Slaughter and Evelina J. Slaughter, his wife, pl't'ffs in the above-entitled cause, and John R. Wilson and Edward H. Wilson, and Joseph Glenn and Thomas F. Purnell, defendants in said cause; and, if yea, how long have you known them?

Interrogatory 2nd. This is a suit by pl't'ffs for the recovery of the lands in Marion County, Texas, about 2½ miles east of the city of Jefferson, in said county, whereon said pl't'ffs formerly resided, and the same premises known as the packery place, on Big and Black Cypress Bayous, containing about 700 acres, and for the rents and profits of said premises since July 21st, 1863, and the damages done thereto since said date; state whether or not you are acquainted with the said lands and premises; if yea, state how long you have known*ed* them.

Interrogatory 3rd. State whether or not you knew the condition of said premises on or about the summer of 1863; and whether you have known the condition thereof from said time until the present; and if you answer that you knew said premises any part of said period of
308 time, state what that condition when you first knew them, and what condition they are in at present; state how much land there was in cultivation and under fence and what character of improvements the' was thereon at said date, (July, 1863,) if any; state whether or not there were any orchards thereon, and the kind and extent of said orchards, if any, about said last-named date; what kind of houses, if any, upon said premises; state whether or not there was any timbered land thereon and the character or kind of timber.

Interrogatory 4th. State, of you know, what was a reasonable rental-value of said premises for the years 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, and 1871; state, if you know, whether or not there has been timber in any quantity, above enough to keep the place in repair, cut from off said premises, and, if so, how much or the reasonable value of the same, considering the location of the premises and surroundings; if any wood or timber has been cut from off said premises what disposition was made thereof.

309 Interrogatory 5th. Please state, if you know, what is the condition of the premises and improvements thereon at present; state what is the condition of the fences on said premises and whether or not said lands, which were formerly fenced and cultivated, if any, are now fenced, or wheather the fences have been removed or destroyed since July, 1863. If you answer that any fences have been destroyed, state how much land has been turned out as commons by such destruction of fences, and what is the value of the fences so destroyed, and what damages have been done said land so "turned out" by reason thereof and

the moneyed value or estimate of said damages; state also, what is a reasonable estimate in money of any other damages done said premises, if any have been done during the period inquired of, and what those damages consist of.

Interrogatory 6th. State fully and completely all may know in regard to the damages done said premises or other matters within your knowledge as fully as if specially interrogated thereto.

H. P. MABRY.
ROBERTSON & HERNDON,
Pl't'ffs' Att'ys.

310 Interrogatories in rebuttal by pl't'ffs:

Interrogatory 1st. State, if you know, whether or not the rental-value of the premises inquired about has been reduced or lessened by reason of said premises being out of repair or any part thereof being turned out as commons; and, if so, how much?

Interrogatory 2nd. If you answer in answer to the cross-interrogatories that any improvements have been put upon the premises since July, 1863, state what said improvements were used for, and what is their present value to said premises; state whether or not said premises are in good repair or in a dilapidated condition; state whether or not said improvements would or do enhance the value of said premises, used as a farm or plantation.

H. P. MABRY,
ROBERTSON AND HERNDON,
Pl't'ffs' Att'ys.

We, the undersigned, def'ts' att'ys of record, do hereby waive copy and notice of the annexed interrogatories, and agree that the answers thereto may be taken by any officers authorized to administer oaths, and that no objection will be made to the manner of returning the same
311 to this court and that the testimony of said witnesses may be read in evidence on the trial of this cause, subject only to such objections as could be made to the answers of said witnesses were they personally present in court and that the same may be taken by said officer without a commission, and that the depositions of defendants' witnesses may be taken and returned in the same manner these were taken, and returned after being crossed by plaintiffs, if they deem proper.

SAM. F. MOSELEY,
Def'ts' Att'y.

Cross-interrogatories propounded to J. T. Veal, William Knox, and Henry Aha, Ward Taylor, j'r, plaintiffs' witnesses in suit No. 983, M. T. and E. J. Slaughter vs. E. H. Wilson and others, pending in the circuit court of the United States, at Tyler.

Cross-interrogatory 1st. If you that you know the premises named in the 2ond intg. of pl'ff, known as the packery premises, you will
312 state, if you know, at what time and date said Wilson and Wilson took possession thereof, how long they have had and held possession, and for what uses the premises were occupied and used by said Wilson, and state your means of knowing; state fully.

Cross-intg. 2ond. If you answer that you know the value of the rent, use, and occupation of said premises by said Wilson and those occupying and holding possession thereof under said Wilson, state the sources

of your information, and how and why you form your opinion and obtain your information of the value of such rents, use, and occupation.

Cross-intg. 3rd. If you answer that you know of there being any timber cut and carried off of said premises, except what was necessary for the repairs and use of said premises to keep them in repair and used in the working and running of the packery thereon, state by whom said wood and timber were removed, carried off, or consumed. State
313 by whose authority. Give the names of the parties who carried off the timber; the time when, the quantity carried off, and its value, if known to you.

Cross-intg. 4. If you state you know of any improvements being put thereon, of houses, state their number and value, and by whom put thereon, and if you know their value and description; and if you know of any fences being burned or destroyed, state how they came to be burnt or destroyed, and your means of knowing; and the number of rails so burnt or destroyed, and their value, so far as known to you, and your means of knowing.

Cross-intg. 5. If you know of a field being cleared on said premises since 1863, state how much; and if any fences repaired, and *and* were fences made, state the amount of lands so cleared, and the quantity of fencing put thereon; and the least and estimated value of clearing said land and repairing said fences, and making said new
314 fences, if any such repairs were made, and any such new fences were made, and your means of knowing.

Special interrogatory to William Knox. State what you pay for the rent of said premises this year, 1871, and how it is to be paid. State what said premises were worth, for any purposes known to you, for 1870 and 1869 & 1868, and your means of knowing. State fully.

SAM'L F. MOSELEY,
Def'ts' Atty.

The State of Texas to the sheriff of Marion County, greeting:

You are hereby commanded that you summon W'm Knox, J. T. Veal, Ward Taylor, and Henry Aha to be and appear before the undersigned authority, at my office, in the city of Jefferson, on 2nd May inst., at 10 o'clock a. m., then and there to answer interrogatories propounded to you, and each of you, and to be read, when taken, in a certain suit now pending at Tyler, in the circuit court of the United States, and for the western district, wherein M. T. Slaughter and wife are plaintiffs,
315 and Wilson and Wilson and Glenn and Purnell are defendants, and that they and each of them continue in attendance from day to day until discharged.

Herein fail not, but have you then and there before me this writ, with your action thereon, showing how you have executed the same.

Witness W. H. Johnson, clerk of the district court of Marion County, and the seal of said court hereto affixed at office, in the city of Jefferson, this 1st day of May, A. D. 1871.

[SEAL.] W. H. JOHNSON,
C. D. C. M. C.

(Endorsed:) Came to hand on the 1st May, 1871, and executed on the 2 May, 1871, by reading the within writ to W'm L. Knox, J. T. Veal, Ward Taylor, and Henry Aha, each in person.

J. H. ROBERTS,
Sh'ff Marion County.

4 wit., $2.00. Mileage, $1.00.
M. T. Slaughter vs. Wilson and Wilson and Glenn and Purnell.
S'p'd W'm Knox, J. T. Veal, Ward Taylor, Henry Aba.
Issued May 1st, 1871.

W. H. JOHNSON,
C. D. C. M. C.

316 *Ans'rs to intg. by Ward Taylor.*

In the circuit court of the United States in & for the western district of Texas, at Tyler, Texas.

M. T. SLAUGHTER & WIFE
vs.
WILSON AND WILSON & GLENN AND PURNELL. } No. 983.

Answers to the foregoing interrogatories by Ward Taylor, j'r:

Answer to 1st intg. I know all the *the* parties to this suit except Joseph Elmore. I have known M. T. Slaughter and his wife, Elvira J. Slaughter, about fifteen years. I have known Jno. R. and Edward H. Wilson about two years. I have known Thomas F. Purnell, personally, but a short time, say two weeks.

Answer to 2nd intg. I am. I have known the lands since it was first settled—some fifteen years.

Answer to 3d intg'y. I did. I have. The condition of the place when I knew it, in 1863, was good and in fair repair. Said premises are not in so good condition as they were in 1863, but better now than they have been for several years past, owing to recent improvements
317 of fences, &c. About three hundred acres. There was a very good dwelling-house, with the usual kitchen and out-houses connected; also a gin-house. There was a peach, apple, and plum orchard, but do not know the extent of it. About four hundred acres of timbered land—pine, oak, and the ordinary growth of the country.

Answer to 4th int'g. For the years 1863, 1864, and 1865, I do not; for the years 1866, 1867, 1868, 1869, 1870, 1871, about five hundred dollars per year would have been a good price, in the condition the place was in. I know of no timber being cut off of said place.

Answer to 5th int'g. The buildings are all in rather a dilapidated condition; the fencing has recently been repaired and renewed. Most of the old fencing was rotted and burned. I think there is about fifty acres of said place not now under fence. I cannot say what
318 would be the damages. I know of no damages, except the wear and tear of time.

WARD TAYLOR, J'R.

Answer to 1st cross-int'g. To the best of my recollection, it was in the
ll of 1868. They only held it for that season and used it for the pur-
fa e of a beef packery. I know, because I saw them in use of it.
p Answer to 2 cross-int'g. Only from the best of my judgment.
Answer to 3d cr'ss-int'g. I know of none.
Answer to 4th cross-int'g. The fences were burned by fire; I saw the
es. I do not know the number of rails or the value.
ash Answer to 5th cross-int'g. I know of *know* land being cleared since
And no new fencing until very recently.
1863, a

WARD TAYLOR, J'R.

Answers to interrogatories in rebuttal by plaintiffs:

Answer to int'g 1st. They have about 40 per cent.
Answer to int'g 2d. Answered in direct 5th int'g.

WARD TAYLOR, J'R.

319 STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court, in and for said county of Marion, do hereby certify that the foregoing answers to the direct and X and rebuttal interrogatories by Ward Taylor, j'r, were sworn to and subscribed before me.

Given under my hand officially and seal of office, at office in said county, this the 2d day of May, A. D. 1871.

[SEAL.] W. H. JOHNSON,
Clerk Dist. Court, Marion Co., Texas.

Answers by J. T. Veal.

In the circuit court of the United States in and for the western dist. of Texas. At Tyler, Texas.

M. T. SLAUGHTER AND WIFE
vs.
WILSON AND WILSON, AND GLENN AND PURNELL. } No. 983.

Answers to the foregoing interrogatories by J. T. Veal:

Answer to 1st int'g. I know all the parties to this suit, except Joseph Glenn. I have known said Slaughter and wife about twelve or 13 years. I have known the Wilsons, John R. and Edward H., about twenty years.

320 Answer to 2nd int'g. I am acquainted with the place or premises. I have known them about twenty years.

Answer to 3d int'g. I did. I have known something of it. The condition of the premises in 1863 was good. They are in a dilapidated condition at present. I think there was about three hundred acres of land under cultivation. There was a very good dwelling and good negro cabins, and a *jin*-house, and I think the packery was built that year.

There was a good orchard of eight or ten acres of apples, peaches, plums, and various kinds of fruit. There is timbered land, comprising pine, oak, &c.

Answer to int'g 4th. I think about four or five hundred dollars per year would be a fair rent. I have frequently seen cord wood piled up there, and am satisfied there has been more than enough timber cut off said place to keep said premises in repair. I have no knowledge of the quantity or value of said timber, but timber so near Jefferson

321 is valuable. I do not know.

Answer to 5th int'g'r. I have already answered that the premise[s] are in a dilapidated condition, but not so much so at present as the[y] have been; that is to say, the buildings are as much dilapidated as the[y] have been, but the fences are in a better condition or repair than the[y] have been for the past two years. A portion of the farm is turned o[ut] and the fencing on said turned out part has been destroyed by fire. About twenty-five acres. I think there was about two or three hu[n]dred pannels of fence burned, worth about forty or fifty dollars. I do not

think there has been any damage done to the land except the top of the fence valued as above. I do not think there has been any damage done to the place except the usual decay of the buildings and fence, and the destruction of the orchard. I cannot give any estimate of such damage, except the orchard. I would not, if it had been mine, had it destroyed for one thousand dollars. I think the place has been
322 enriched with fertilizers, bone-dust, &c., making it, the soil, in a better condition than it was in 1863.

Answer to 6th int'g. I have already answered fully.

J. T. VEAL.

Answer to X-int'g 1st. I do not remember particularly as to date, but think it was 1864 or 1865. They were on the place two seasons. The farm was cultivated, and for packing beef. I lived within three or four miles of the place; frequently passed it. I was frequently on the place while Wilsons were on the premises.

Answer to X-int'g 2d. The value of rent that I put upon the place was for the farm alone. I think the packery when in good condition was worth 8 or 10 hundred dollars per year. I am a farmer; have been here for many years, and know something of the rent of land.

Answer to X-int'g 3d. I do not know who cut or carried away
323 the wood or timber or for what purpose.

Answer to X-int'g 4th. The only buildings I know of being put there was the packery and buildings around for the use of the packery, and were put there by Messr's Price and Dunn, most or a greater portion of which have either rotted or been torn down. I do not know the value; they were very temporarily put up. I saw the fences burning; do not know how they caught on fire, but suppose it was from accident. I have already stated about three hundred pannels valued at about fifty dollars. I am a farmer and it is worth about $1.25 per hundred to put rails on the fence.

Answer to X-int'g 5. I think Price and Dunn cleared about forty acres and fenced it. Land is worth about five dollars per acre to clear it here. I have already answered that rails are worth to make and put upon the fence about $1.25 per hundred. The fences have been repaired
324 from time to time by the different parties occupying the place, but I do not know the amount, and consequently do not know the value. I have already stated that I live within three or four miles of the place and frequently passing it.

J. T. VEAL.

Rebuttal by pl'ffs.

Interrogatories in rebuttal by pl'ffs:

Answer to int'g 1st. The packery has gone to decay so that it would
I worth but little to any one for packing purposes at present. As for
ıe land that is in cultivation, I think it in a better condition than in or
nce 1863, on account of fertilizers. I do not think the rental value
s been reduced, except on account of loss of rails and the delapidated
ndition of the buildings; how much, I can't say.

-nswer to int'g 2d. They were used for a packery, and are of little
or n value to said premises for farming purposes. They are in a dilapidatedcondition. They do not.

J. T. VEAL.

325 THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court in and for said county of Marion, do hereby certify that the foregoing answers to the direct and X cross and rebuttal interrogatories by J. T. Veal were sworn to and subscribed before me.

Given under my hand officially, and seal of office, at office in said county this the 2d day of May, A. D. 1871.

[SEAL.]

W. H. JOHNSON,
Clerk Dist. Court, M. C. T.

Answer of Henry Ahao.

In the circuit court of the United States in and for the western district of Texas, at Tyler, Texas.

M. T. SLAUGHTER & WIFE
vs.
WILSON AND WILSON, AND GLENN and Purnell. } No. 983.

Answer to the foregoing interrogatories by Henry Ahao:

Answer to int'g 1st. I know all the parties to this suit. I have known M. T. Slaughter and his wife, Evelina J. Slaughter, about eight
326 years. I have known John R. Wilson and Edward H. Wilson about four years. I have known Joseph Glenn about ten years, and Thomas F. Purnell about six years.

Answer to int'g. 2d. I am; I have known the land about eight years.

Answer to int'g. 3rd. The premises was in a fair condition; I have. The premises as already stated was in a fair condition in 1863, and are in about as good fix now, having undergone some repairs. There was about three hundred acres cleared land and under fence. There was a dwelling-house, kitchen, smoke-house, four negro cabins and a gin-house. There was an orchard of about twenty acres plum, peach, and apples. There was about four hundred acres of timbered land; pine, oak, hickory, and gum, was the growth of the land.

Answer to 4th int'g. I think about five hundred dollars a fair rent per year for the years 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, and 1871. There has been no timber cut off said place, except for the
327 use of the place for packery, &c. All the timber cut was used on the place for repairs for houses, fences, &c.

Answer to 5th int'g. The improvements on the place are in a fair condition, having been recently repaired; fences are in good order staked and sided. There were about (20) twenty thousand fence rails burned by fire. About forty acres have been turned out; fencing destroyed worth about two hundred dollars. I do not think the land turned out has been damaged, as it needed rest. I know of no other damages done.

Answer to 6th int'g. I have already stated all I know that I could answer in this interrogatory.

his
HENRY + AHAO,
mark.

Answers to cross-int'y.

Answer to X-interrogatories:

Answer to 1st X-int'g. Wilson and Wilson took possession of the place

in 1866; they held the place two years; they used the place for farming, and as a beef packery; I was watchman, and had the place in my charge at times.

328 Answer to 2d X-int'g. I lived on the place, and only say from my own judgment as to the value of rent of the premises.

Answer to X-int'g. 3rd. I have already stated that there was no timber carried off or cut except for the use of the place.

Answer to X-int'g. 4th. There was a packery and four outhouses for the working hands and office worth five thousand dollars. Were built by Wilson and Wilson, and Price and Dunn. The fences were burned by the woods taking fire. I was there and saw it. There were about two thousand rails burned, worth two hundred dollars. I know by living on the farm, and knowing the price of rails.

Answer to X-int'g. 5th. I know of about ten acres of land being cleared since 1863. The fences have been repaired from time to time. I do not know how much; about seventeen hundred new rails for new fence. It is worth about ten dollars an acre to clear the land mentioned

329 above. The new rails are worth $1.25 per hundred. I was on the place.

his
HENRY + AHAO.
mark.

Interrogatories in rebuttal, by plaintiffs:

Answer to 1st int'g. The farm has not been reduced or lessened by reason of the premises being out of repair.

Answer to 2d int'g. I have already stated the improvements were for the packery and for the workmen on the place. The improvements are worth five thousand dollars; they are in a fair condition. The' would not enhance the value of the property as a farm.

his
HENRY + AHAO.
mark.

THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court in and for said county of Marion, do hereby certify that the foregoing answers to the direct, and X, and rebuttal interrogatories by Henry Ahao were sworn to and subscribed before me.

Given under my hand officially and seal of office in said county

330 this the 2d day of May, A. D. 1871.

[SEAL.] W. H. JOHNSON,
Clerk Dist. Court, Marion County, Texas.

Answers of W'm Knox.

In the circuit court of the United States, in and for the western district of Texas, at Tyler.

M. T. SLAUGHTER AND WIFE
vs.
WILSON AND WILSON, AND GLENN AND PURNELL. } No. 983.

Answers to the foregoing interrogatories by W'm Knox:

Answer to 1st int'g. I am acquainted with all the parties except Eve-

lina J. Slaughter and Joseph Glenn. Have known Slaughter since 1866. Have known the Wilsons since 1868. Have known Purnell about four months.

Answer to 2d int'g. I am partially acquainted with said lands and premises, and have known them since 1866.

Answer to int'g 3d. I know nothing of the condition of said premises in 1863. Have not known much of the condition of said premises
331 from that time up to the year 1869. Since that time—up to the present have. I am only able to answer as to the condition of the fences, from 1869 to 1871, which was very bad. The place is now in better condition in the way of fences than it has been since 1869. The buildings including the packery buildings are not in as good condition as they were three years ago. I do not know the amount of land under fence, and in cultivation in 1863. I know nothing in regard to the orchards on the date as above. I know nothing in regard to any houses or timbered land on said place in 1863.

Answer to int'g 4th. Outside of any rent which might be received for the use of the packery buildings, the place would not be worth anything during the years 1863, 1864, 1865. The place outside of the packery buildings was worth about three hundred dollars per year for the years 1866, 1867, 1868, 1869 and 1870, and worth five hundred dollars for 1871, provided renters kept the fences and place in good repair. I know nothing of any wood cut or disposed of from said place,
332 except 2 cords sold by respondent for two dollars.

Answer to 5th intg. As I remarked before, the condition of the place now, except the packery building, is very good. The condition of the fences is now good. All the open land on the place is new and being placed under a good fence, except about thirty-five acres. When moving on the place the present year, I found about one hundred acres turned out as commons which has since, and is now, being placed under a good fence, except about thirty-five acres. I know nothing of any destruction of fences. I know, however, that it would require about 11,000 rails to fence the land I found turned out as commons in 1871, and that it would be worth one hundred and forty dollars to cut, split, haul, and place them as a fence around said 100 acres, and that the timber from which rails are made is worth twenty-five cents per hundred. I don't think the land has been damaged any by being
333 turned out as commons. I think the packery buildings have been damaged considerably, and are now in rather a dilapidated condition on account of the leaky condition of the roof and I suppose the buildings not worth more than two-thirds as much as they were when first built, and that it would require at least one thousand dollars to place them in as good condition as at first. I kno' nothing further worth relating.

W'M L. KNOX.

Answers to cross-interrogatories:

Answer to X intg. 1st. I do not know. I do not know. For farming and packing beef. I was there occasionally, and saw them engaged in that kind of business.

Answer to X intg. 2d. My opinion is based upon the customs of the county at that time. Such a place during the years mentioned by me would rent for about the amount mentioned.

Answer to X intg. 3d. The only timber carried off was two cords sold by me for two dollars, as mentioned before——

334 By M'r Purnell. It was taken off by a M'r Parr some time in the month of Feb'ry, 1871.

Answer to X-intg. 4th. I do not know by whom the improvements were put on said place; but the value of the same at this time would be about five thousand dollars. I am not able to state the number. I am not able to describe them any further than as houses, cleared land, fences, &c. I do not know how the fences were destroyed or burned. I don't know the number burned or the value thereof.

Answer to X-intg. 5th. I don't know of any being cleared since 1863. I know that fencing to the amount of two hundred dollars has been put on the place this year.

Answer to special intg. to W'm Knox. I am to pay for the land this year five hundred dollars in specie and repair the place to the amount of two hundred dollars. The premises were worth in the years 1870, 1869, 1868, for the purpose of farming and packing beef about
335 eight hundred dollars per year. From my knowledge of farming and the price I generally paid for packed beef and the advantage of the nearness of said place to market, I make up my opinion that said place was worth the amount as stated above for the said years.

W'M L. KNOX.

Answers in rebuttal.

Answers to interrogatories in rebuttal by pl'ff:

Answer to intg. 1st. It has not.

Answer to intg. 2d. I stated I did not know what improvements had been placed on said place since 1863; that the improvements I found on the place in 1871 were worth about five thousand dollars. The improvements were used as dwelling-houses, corn-cribs, gin-house, beef packery, for raising corn, cotton, potatoes, vegetables, &c. The improvements enhance the value of said plantation to the amount of five thousand dollars.

W'M L. KNOX.

THE STATE OF TEXAS,
Marion County:

I, W. H. Johnson, clerk of the district court in and for said
336 county of Marion, do hereby certify that the foregoing answers to the direct, cross, and rebutted interrogatories by Ward Taylor, j'r, were sworn to and subscribed before me.

Given under my hand officially and seal of office, in said county, this the 4th day of May, A. D. 1871.

[SEAL.]

W. H. JOHNSON,
Clerk District Court, M. C. T.

337 *Ord., depositions of Slaughter and wife.*

Be it remembered that on this the first day of June, A. D. 1874, it being the first Monday and rule day of said month, the following proceedings were had in the circuit court of the United States for the western district of Texas, on the chancery side of said court, before W. C. Robards, clerk of said court.

United States circuit court. In chancery, west. dist. Texas, at Tyler.

AT CHAMBERS, AUSTIN, *June 1st*, 1874.

JOSEPH GLENN
vs. } 58.
M. T. SLAUGHTER & WIFE.

The application of the defendants' counsel filed herein, on the 28th day of May, 1874, praying for an enlargement of time for taking testimony, having been considered, it is therefore ordered that said
338 defendants have time until the first Monday of October next within which to take the testimony of the witness or witnesses referred to in said application by written interrogatories, &c., giving to the complainant an opportunity of crossing the same, and that complainant have until the same time leave to take testimony strictly in rebuttal of the evidence sought by defendants, and with like opportunity to them to cross interrogatories propounded, &c.

T. H. DUVAL,
U. S. Dist. Judge.

Depositions of Slaughter & wife.

In the circuit court of the United States for the western district of Texas, at Tyler, Texas. Spring term, 1874.

JOSEPH GLENN
vs.
M. T. SLAUGHTER & EVELINA J. SLAUGHTER.

Interrogatories to be propounded to M. T. Slaughter and Evelina J. Slaughter, wife of the said M. T. Slaughter, defendants in the above-entitled cause.

Interrogatories to said Evelina J. Slaughter, to be propounded to answered by her.

339 Interrogatory 1st. Please state what relationship you bear to said M. T. Slaughter, named as one of the defendants in the above-entitled suit; if you answer you are his wife, state how long you have been such wife.

Interrogatory 2d. The above-named suit is the one wherein the title to the property known as the "packery place," near the city of Jefferson, in Marion County, in the State of Texas, is being litigated, and in which suit you have caused your answers to be filed as one of the respondents. Please state whether or not you ever occupied said place or premises as a homestead; and, if so, when did you occupy it; state particularly the dates of the first occupancy, and when you left there, if at all, as near as you can recollect?

Interrogatory 3d. If you state that you do not now occupy said premises as such homestead or otherwise, state fully and particularly all the circumstances that induced, compelled, or operated on you,
340 to cause you to give up the possession of the place or premises, and to whom possession was given; and in this connection, state whether or not your husband, the said M. T. Slaughter, was at home at the time, and if absent, the cause of his absence, if you know.

Interrogatory 4th. If you state that you parted with the possession to said premises, and gave the same to J. B. Dunn and E. Price, named in

the bill filed in the case above named, or either of them, state whether or not you did so freely and willingly, and if not so, what influences, if any, operated on you to do so, and by whom were such influences used. State in this connection whether or not you, by words or acts, tried to resist such influences, and all that was said and done in relation to the business. State fully and particularly all you recollect about the business.

Interrogatory 5th. The complainant in the above entitled suit claims to hold said premises by and through a deed of conveyance, or
341 what purports to be a deed of conveyance, signed by yourself, bearing date July 21, A. D. 1873, from yourself to J. B. Dunn and Co. If you signed any such instrument, state whether or not you knew the contents of said instrument. State also the consideration, if any, that was paid you at the time or before for said premises, and if money or what purported to be money, state what character or kind of money it was and whether or not it was the kind of money you expected to receive, or what kind of money you expected to get when the negotiation for a sale of said premises was begun by said Dunn and Price or either of them, and when said negotiations were begun and a full nar'ation of the same.

Interrogatory 6th. The complainant in the bill filed in this suit states among other things that you owned in your own right a number of negro slaves, a few horses, mules and cattle, and a small amount of miscellaneous property, and that your husband, said M. T. Slaughter,
342 owned no separate property, and there was no community estate, &c., and that you had to rely for the support of yourself and children on your separate property, and that such support was derived from the cultivation of said premises. Please state fully and particularly what other estate you owned and whether there was any community estate belonging to you and your said husband, and if any, of what did it consist, at and about the months of June and July, A. D. 1863.

Interrogatory 7th. State whether or not you were ever abandoned by your said husband. State fully and particularly whether or not your husband was at any time about said date absent from home, and, if so, if he made, before going, any provisions for the support of yourself and family during his absence; state fully what provisions and stock, if any, were on hand, and whether or not there was any growing crop, and the amount and character of the crop, and whether or not you had on hand any Confederate money, and how much. State how long your hus-
343 band was absent, if at all, and the date of his departure as near as you can recollect.

Interrogatory 8th. State whether or not you desired to sell the premises in question on account of the same being an unhealthy place, or for any other cause. Did you deem the locality about that time a healthy or unhealther place, as compared with other portions of the county? State whether or not you expressed yourself to Dunn and Price, or either of them, that the locality was unhealthy or otherwise.

Interrogatory 9th. State fully and particularly how said Dunn and Price acquired possession of said premises, and whether or not the same was so acquired by them before you left the premises, and whether or not they moved other parties on said premises before you left them, and what character of persons they so moved on the premises. State, also, whether or not any money or other thing was paid or delivered to you before the signing of said pretended deed of conveyance, and, if anything was paid, state fully all about its reception by you, and
344 the conditions under which you received it, and state also whether or not it was ever tendered back to said Price or Dunn,

or either of them, and, if so, the cause therefor, and whether or not the same was received by them.

Interrogatory 10th. State fully whether or not you employed any attorney to aid you to sell the said premises. If so, what attorney; and state fully and particularly any and all facts pertaining to the matters in question in this suit, as though you were specially interrogated about the same; and in this connection state whether any one persuaded you to commence suit for the tract or tracts of land named in this suit known as the "Packery place," on the north bank of Big Cypress Bayou, in Marion County, Texas. If you purchased any other lands during the summer of the year 1863, state why you did so; also state, as near as you can recollect, what other things you sold, if any, to J. B. Dunn & E. Price, or either of them, during said summer, and how much money and what you received for them.

345 Interrogatory 11th. Are you acquainted with Joseph Glenn, the complainant in this suit? State the extent of your acquaintance with him, if any.

Interrogatory 12th. If you say your husband was absent at the time the proposition was made to you to sell said land in controversy, state if you informed him at any time, and when, of such proposition, and whether he consented thereto; how did you inform him; if by letter, did you get answer thereto, and if yea, where is said answer. If you have it, please attach the same to your answer; if not, what has become of it; if lost or destroyed, state the contents of it, as near as you can.

Int'y 13. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If so, set forth the same fully and at large in your answer.

MABRY, ROBERTSON AND HERNDON,
Solicitors for Def'ts

346 *Interrogatories to M. T. Slaughter.*

Interrogatories to be propounded to M. T. Slaughter, who resides in Marion County, in the State of Texas, and who is one of the respondents in this suit.

Interrogatory 1st. Are you acquainted with Joseph Glenn, the complainant in the above-entitled suit? and, if so, state the extent of your acquaintance and where you became acquainted with him.

Interrogatory 2nd. Are you acquainted with J. B. Dunn, who occupied the premises known as the "Packery place," on Big Cypress Bayou, in Marion County, Texas, about the year 1864 and 1865? The premises are the same whereon you and your family resided in May, 1863, as a homestead? If you answer that you are acquainted with said J. B. Dunn, state the extent of your acquainted with him.

Interrogatory 3rd. State whether or not you were at home during the spring or summer of the year 1863, and how you were engaged during that year. If you answer that you were absent at any time
347 during that year (from home) state when you left and when you returned to your home and family. State, also, your condition physically after your return home, and afterwards for several months.

Interrogatory 4th. The above-entitled suit is the one wherein you and Evelina J. Slaughter are sued for the title to the lands first described

in the complaint in this suit filed, and to which suit you and the said Evelina J. Slaughter have made answer, the suit pending in the above-named court; state whether you assented to any sale by your co-respondent of said lands, or whether you objected to said sale, if any was made. State fully and particularly how said assent or objection was made, if any.

Interrogatory 5th. State the relationship which now and did exist formerly between you and your co-respondent, Evelina J. Slaughter. If you state that you and your co-respondent are husband and wife to each other, state how long you have so been, and where you
348 resided in the year 1862 & 1863, and when your family removed, if at all. If your family removed from the land first described in complainant's bill in this suit filed, state whether or not it was done by your consent, and whether you were at home or not at the time. If you were absent from home during any of the time mentioned, state whether or not your family was supplied with the necessary supplies for subsistence during your absence, and, if so, by whom supplied, and the amount and character of supplies, and the amount of money, if any, on hand left with your wife and family, and state whether or not there was any community estate belonging to yourself and wife, and of what did it consist, if any. State whether or not if you, at any time during the year 1863, abandoned your wife, your co-respondent.

Interrogatory 6th. State when you last saw the premises above mentioned, and state particularly the condition of the houses and orchards and other improvements thereon as compared to the condition of the same in May or June, 1863. State the whole particularly and in
349 detail and whether in better or worse condition than at the date named, and the difference in value of such orchards and improvements then and when last seen by you. State how much land was then enclosed and in cultivation, and how much now. State, also, the an'ual rental value of the premises from May or June, 1863, until the present time; if there has been put up or erected any buildings or fixed and permanent improvements, state what they consisted of, and their present condition and value. The last refers to improvements since July, 1863.

Interrogatory 7th. State whether or not you at any time, by act or deed, ratified said sale by your wife to J. B. Dunn & Co. When and where were you when you were first informed of the sale or proposition to sell by your wife the land in controversy; from whom and how did you get the information, and if you say by letter from your wife, attach said letter to your answer, if you have it, and if you have it not,
350 state where it is, what became of said letter, and state as near as you can the contents of it.

Interrogatory 8th. If you answer you received such information from your wife by letter, state if you answered such letter, and state the substance of your answer, unless you can produce your answer, and in that event attach your answer to this deposition.

Interrogatory 9th. State whether or not you were ever on said premises while in the possession of Thomas F. Purnell or Joseph Glenn; if so, whether you had any conversation with them, or either of them, about the land or the title to said property, and if so, state all that was said on that subject.

Interrogatory 10th. State whether or not you have been persuaded or induced to institute suit for the land in controversy by any person, and, f so, by whom. What induced you to bring said suit?

Interrogatory 11th. Do you know or can you set forth any other
351 matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this, your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

MABRY & ROBERTSON & HERNDON,
Solicitors for Def'ts.

I, W. C. Robards, clerk of the circuit court of the United States for the western district of Texas, do hereby certify that the above and foregoing contain a full, true, and correct copy of the original interrogatories propounded to M. T. Slaughter and E. J. Slaughter in the case of Joseph Glenn vs. M. T. Slaughter & E. J. Slaughter, pending in chancery, the said interrogatories being now on file in my office.

In testimony whereof, I hereunto set my hand and affix the seal of said circuit court at Tyler, Texas, this 5th day of Sept., A. D. 1874.

[SEAL.] W. C. ROBARDS, *Clerk.*

352 (Endorsed:) No. 58. Joseph Glenn vs. M. T. Slaughter and E. J. Slaughter. Commission to take depositions of defendants. Issued Sept. 5, 1874. W. C. Robards, clerk.

Depositions M. T. & E. J. S.

In the U. S. circuit court, W. D. T.

JOSEPH GLENN
vs.
M. T. SLAUGHTER, E. J. SLAUGHTER. } No. 58. In equity.

Depositions of M. T. Slaughter and E. J. Slaughter, taken at Jefferson, Marion County, Texas, on the 29th and 30th days of September, 1874, in behalf of the defendants.

U. S. OF AMERICA,
Western District of Texas, State of Texas, County of Marion, ss:

Be it remembered that on this 29th day of September, in the
353 year of our Lord one thousand eight hundred and seventy-four, I, Charles Haughn, a commissioner duly appointed by the circuit court of the United States for the western district Texas, in the western circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office in the city of Jefferson, county of Marion, in the western district of Texas, M. T. Slaughter and E. J. Slaughter, to testify and the truth to say, on the part and behalf of the defendants, in a certain suit or matter of controversy, now depending and undetermined in the U. S. circuit court W. D. T.,
354 in equity. The said E. J. Slaughter, being about the age of forty-eight years, and having been by me first cautioned and sworn, to testify the truth, the whole truth, and nothing but the truth, in the mat-

ter of controversy aforesaid, I did carefully examine the said E. J. Slaughter, and he did thereupon depose, testify, and say as follows, viz:

First general interrogatory by the com'r. Please state your name, your age, your place of residence for the past year; whether you have any interest direct or indirect in the claim which is the subject of inquiry in this suit, and whether and in what degree you are related to the .

Ans. to 1st int. I am wife to M. T. Slaughter, and have been fourteen years, about.

Ans. to 2nd int. I occupied the Packery place, in the county of Marion, near the city of Jefferson, as a homestead for five years, from 1858, in February, until May 1st, 1863, at which time I left said Packery place.

Ans. to 3rd int. I do not occupy the Packery place as a homestead, or otherwise. Some time in the month of June, 1863, one J. B.
355 Dunn and one E. Price (the same persons mentioned in the bill in this cause filed), came on the premises and looked at the same with a view, as they then stated to me, of erecting a packery thereon, to pack beef and pork for the Confederate States Army, and they proposed to buy the place for that use. I informed them, or one of them, that I did not want to sell, and that I could not sell the premises without the consent of my husband. Dunn or Price, one of them, then and there told me that the premises were well suited for the said purpose, and that he knew of no other place suitable for a packery; that it, the packery, was to be used for the Confederate States Government, and that if I did not sell the place that they were authorized to impress the place, and that they would impress the place for said use; and that I would realize more for the property to sell it to them than to compel them, by my refusal to sell it to them, to impress it; that if the premises were impressed as [Evelina J. Slaughter] they would be compelled to impress them, unless I sold it to them I would never get anything for the place and they insisted that I should fix a price on the property.
356 After this, and before I assented to fix any price on the property, they, Dunn & Price, stated to me that I must accept a price then named by them, or they would impress it; and they afterwards visited the premises upon several occasions, sometimes together, and some times Price came alone, or with other persons than Dunn, and said con versations may have been with Price or with Dunn at the first meeting or at other times, as stated above. They were strangers to me and I do not now recol'ect which party had the conversation with me as stated, but it occurred in the first few days of their visits in the first part of the month of June, 1863. I was induced by the conversations aforesaid to believe that the place would be impressed unless I sold it to them, and finally I fixed the price at (12) twelve dollars per acre, to be paid in the gold coin of the United States, but I stated to them, or one of them, that [Evelina J. Slaughter] *that* I could not sell without the consent of my husband; that he was absent from home in the army; that he had left a few days before they made the proposition
357 aforesaid; that he, my husband, was only a short distance away in Louisiana and that I would write to him at once and submit their proposition for his consideration. A few days after this, Price, I think it was, commenced to move their property on the premises, and to take possession without my consent. I protested against this action, and he (Price) persisted, and said that he would be compelled to impress the premises unless I would accept the money for it, and he stated that there was no necessity for my delay in taking possession, and he then and there offered me a part of the money in payment, the sum of three

thousand dollars in Confederate money, which I declined at first to accept, and I told him (Price) that I had not yet heard from my husband on the subject; whereupon he (Price) told me that if I would accept the Confederate money and my husband would not assent to the sale, he (Price) would receive the money back from me, and that he would then resort to the impressment of it, and let me take the consequences.
358 With this understanding, and not knowing what to do in the premises, I received the said sum of Confederate money from the said Price, provided that he would not hold me bound to make sale of the premises. After that and before my transfer deed or any other papers had been signed in relation to a sale of said premises, I received a letter from my husband, in which letter he protested against the sale of the place and utterly refused to ratify or in any way assent to the sale. The letter is lost and cannot be found; search has been made for it where the letters of the family are generally kept. Upon the receipt of the said letter and the information therein contained, I tendered back to the said Price the said three thousand dollars Confederate money, and at the same time informed him (Price) that my husband had refused to ratify or assent to any sale of the place, and I then and there told him (Price) that I was unwilling to make the sale [Evelina J. Slaughter] without the assent of my husband, but I was afterwards constrained to consent to a sale through fear of impressment by
359 the Confederate Government, and through the influence of Price & Dunn, and upon the positive promise of the said Price, which he then and there made to me that I should have the premises back for six dollars per acre from him and his co-partner Dunn when and so soon as they were done packing beef for the Confederate Government, and further through fear of a number of rough men whom Price & Dunn had moved and placed on the place.

Answer to 4th int. The causes and circumstances which influenced me to part with the possessions of the packing place I have stated in answer to the foregoing interrogatories. I did not willingly do so, but through fear of impressment which was threatened as before stated, and through fear of the drovers, butchers, and other strange and rough men whom Price had placed on the place and through the said premises made as aforesaid [Evelina J. Slaughter], I left the place in possession, of the said Price and Dunn.

Ans. to 5th int. I may have signed some instrument in writing
360 concerning said land to said J. B. Dunn & Co. about the said date, July 21st, 1863, but I do not recollect certainly. But if I did sign any such paper I did not know its contents, or that the effect of the same would prevent me from regaining the land after Dunn & Price had completed their contract with the said government. They paid me in all the sum of eight thousand four hundred dollars in Confederate money for said premises. When the negotiations were commenced by Price for the place I expected to be paid for the place in gold coin of the United States or its equivalent.

Ans. to 6th interrogatory. At the date of said sale I owned in my own separate right, besides the premises described in this suit as the land whereon the said packery was erected, about twenty five negro slaves, among which were about twelve good laborers or hands. [Evelina J. Slaughter.] Also, a good plantation, in a good state of cultivation, four hundred and eighty acres, situated in the State of Louisiana, worth about thirty-five hundred dollars (two hundred and fifty acres in
361 cultivation). My husband and I owned, as community property, and had on said premises about the month of July, about fifty

head of stock-cattle and milch-cows, and a large number of stock-hogs about two years old, and several horses and mules, and a fine new wagon, and an abundance of family supplies, such as bacon, corn, and such plantation supplies as are usually raised on a farm, in great abundance, to supply all the wants of myself and family, and a large amount of Confederate money, and a good growing crop of corn and other produce.

Ans. to 7th int. My husband never abandoned me. He was absent from home in the Confederate States army, as all able-bodied men were compelled to be. He left home about the 26th day of May, 1863, and before he left [Evelina J. Slaughter] home he made ample provisions for the support of myself and family. He had already employed a man
362 to superintend the affairs of the plantation. There were about three hundred acres of land on the plantation in a good state of cultivation, on which there was a good growing crop. He also left on the place the stock and other things, property mentioned in the former answer herein. I had a large surplus of corn, fodder, bacon, and such other as are usually raised on farms. Of this surplus I sold to Price and Dunn about two thousand dollars' worth before I left the Packery place. My husband left home about the 26th day of May, 1863, and was about a year in the army.

Ans. to 8th int. I consider the premises as healthy as any other portion of the country. I did not at any time represent to or tell Price and Dunn, or either of them, that the place was unhealthy. If any representations was made about the healthfulness of the place, the statements were that it was as healthy as any other locality in the county. [Evelina J. Slaughter.] I never gave any reasons for wanting to sell the premises, but, on the contrary, did all I could do to prevent Price and Dunn from getting the packery.

363 Ans. to 9th int. I have stated the facts here inquired about in the foregoing answers, to which reference is here made for my answer to this. In answer, in addition to what has been stated in the foregoing answers, the sum of three thousand dollars was paid to me, as before stated, and upon the conditions above stated, which sum of three thousand dollars I tendered back, as I have before stated in my answers to these interrogatories, when the paper which the plaintiff claims to be a deed was signed, if at all, by me. Price and Dunn, or one of them, paid to me the balance of the sum of eight thousand four hundred dollars for the said place, and the further sum for corn and other produce which I had sold them; altogether, say about the sum of six thousand or seven thousand dollars. [Evelina J. Slaughter.]

Ans. to 10th int. I did not employ an attorney or agent to aid me to sell the Packery place; on the contrary I did everything that I
364 could reasonably do to prevent the sale, if it be called a sale. No one ever persuaded me to bring suit for the Packery place. I employed counsel on the best terms I could to bring the suit, and at his office, at which I called to procure advice and assistance to recover the premises. I purchased a tract of land in Harrison County during the summer of A. D. 1863, with the Confederate money I had on hand. About the date of the purchase I received from Dunn & Co. the balance which was due on the Packery place, to wit, the sum of five thousand four hundred dollars, and also a further sum of six hundred or eight hundred dollars which Dunn & Co. were due me for supplies and other personal property which I had sold them, but which they had not yet paid for. I sold them corn, bacon, some furniture [Evelina J. Slaughter], all my parlor furniture, amongst which was one bedstead worth one

hundred dollars and a mirror worth, I cannot tell how much, but it was
3½ x 5 feet in size; my crop on the place and other property not
365 now recollected; say in all sold to them amounting to about two
thousand dollars, for which they paid in part, and upon the occasion above stated, and the balance at other times. I purchased the plantation in Harrison County because I wanted a home. My plantation in Louisiana was too remote from my friends, was about twenty-five miles from any post-office, and there were no schools in the neighborhood, and I did not wish to live on it during my husband's absence; besides these reasons for purchasing, I wanted to invest the Confederate money on hand, as before stated.

And the taking of the depositions in question is continued until *until* 10 o'clock a. m., Sept. 30th, 1874.

CHARLES HAUGHN,
U. S. C., W. D. T.

Sept. 30th, 1874, 10 o'clock a. m.

Ans. to 11th int. [Evelina J. Slaughter.] I am not acquainted with Joseph Glenn, the complainant in this suit, and if I ever saw him I am not aware of it.

Ans. to 12th int. My husband was absent from home as previ-
366 ously stated herein, when said proposition was made to me to sell
the Packery place. I notified him by letter of the whole matter, and he replied, as before stated, by letter, which is lost or destroyed; I have made dil*l*igent search for it in all places where such letters are usually kept and it cannot be found. The contents of the letter were in substance a total and emphatic dissent from any sale, and advice to me to resist impressment until he could reach home.

Ans. to 13th int. The money received from J. B. Dunn & Co., as aforesaid, was of little value and was rapidly depreciating; it was worth only about ten cents on the dollar, if so much as that, on the 23rd July, 1863, and Dunn & Co. well knew this to be the fact. [Evelina J. Slaughter.] When I was disposs'ed of the said Packery place, my homestead, there was at least two hundred acres of land under a good fence and in a high state of cultivation; there was a fine apple and peach orchard on the place worth at least a thousand dollars; the dwelling
and out-houses were in good repair. Now, a portion of the land
367 has been turned out as commons; all the fences about the entire
place are decayed and out of repair; most of the out-houses, such as cab*b*ins for laborers, and barn or gin-house and stables, are rotted down, ruined, or almost worthless; the dwelling-houses are almost without cover and are generally decayed. Dunn & Co. and those holding under them have had the use and possession of the property since about the 1st of August, 1863. The Packery buildings and all the machin*a*ry is wholly destroyed by decay and are mostly fallen down.

EVELINA J. SLAUGHTER.

Sworn to and subscribed before me this the 30th day of September, A. D. 1874.

[SEAL.] CHARLES HAUGHN,
U. S. C., W. D. T.

Ans. to 1st int. by M. T. Slaughter. I am acquainted with Joseph Glenn, the complainant in this suit. I have seen him one time, and that upon the occasion of my introduction to him. I was in his com-

pany about six hours, nearly half a day. I became acquainted with him about the month of Aug., 1867.

368 Ans. to 2nd int. I am not acquainted with J. B. Dunn, who occupied the premises known as the Packery place, on Big Cyprus Bayou, in Marion County, about the years 1864 and 1865, though I have seen him.

Ans. to 3rd int. I was at home in the spring of 1863. I came home in February, the 1st, and remained at home until 26th May, at which time I returned to the army, and I was not at home any part of the year A. D. 1863. After that I returned to my family, 20th July, 1864. I returned home wounded; I had lost an arm, and I was very weak for a long time, say two months, afterwards. [M. T. Slaughter.]

Ans. to 4th int. I never assented to any sale, by my co-respondent, of said lands. I objected to the sale of said lands after I left home, 26th May, 1863. I joined my command at Natchitoches, La., about one hundred and fifty miles from Jefferson, Texas. Soon after my return to my command I received a letter from my wife, in which she in-

369 formed me that one Price had been to see her and had made her a proposition to buy said place, for the purpose of establishing a beef-packery for the Confederate States Government. She informed me further, that Price claimed to have authority from the government to impress the place unless she would sell it; and further, that Price declared his intention to impress the place unless she would consent to sell it to him; and she asked my advice as to whether she should or not sell it to him. I wrote to my wife immediately not to sell the place under any circumstances [M. T. Slaughter], and to hold the place until I would return home.

Ans. to 5th int. Evelina J. Slaughter, my co-respondent, is my wife, and was in May, 1863. We were at that time and are still husband & wife, and have been since 3rd November, 1858. We resided in the years 1862 & 1863 on the premises in question, the packery place. I was not at home when my family removed from said place, and my family removed without my consent, and when I returned from

370 the army I found my family on the place on which I now reside. My family was supplied with the necessary supplies for subsistence during my absence. My family was supplied by me with every thing in abundance, except coffee. The character of the supplies was, bacon, lard, sugar, flour, corn, fodder, and everything in the market and usually raised on plantations. I cannot tell the exact amount of money left with them by me on [M. T. Slaughter] my return to my command in the army, but it was about fifteen hundred dollars. There was community property on the plantation, fifty cattle, six mules, three horses, about four hundred head of hogs, and twenty-five bales cotton. I did not at any time during the year A. D. 1863 abandon my wife, my co-respondent. I did return to my command in the army; I had been out in the army; I enlisted in 1861, returned sick in Feb'y, 1863, and upon my recovery in May, 1863, I returned to my command.

Ans. to 6th int. I saw the premises above mentioned about ten days ago. The houses are in a very dilapidated condition; they are,

371 all that are not moved off. A very great many have been destroyed or removed, are rottened down, and not at all habitable. The barn, cotton-press, and other cabins have been removed or destroyed. [M. T. Slaughter.] The carriage-house, garden and yard fence have all been destroyed. The apple orchard is extinct; no trees at all there. The peach orchard is also destroyed. The plantation is in a very low state of cultivation, and the fences are entirely destroyed. The

place could not be put in the same repair that it was in 1862 and 1863 for four thousand dollars gold. In 1862 & 1863 there was about three hundred acres of land in a high state of cultivation, & the fences were good and new. Now there is not more than forty acres in cultivation, and there are no fences. The annual rental value of the place from June, 1863, to the present time is one thousand dollars, had it been kept as it was in June, 1863; but as it is now it is worth nothing. There was some packing-sheds put up in 1863 & 1864. They are now rotten down, and they are valueless. There is also on the place, put
372 there by sombebody since I left it, one boiler, some tanks for rendering tallow, and [M. T. Slaughter] a "Darton" or force pump, say in value not exceeding five hundred dollars.

Ans. to 7th int. I never did, at any time, ratify the sale of said premises by my wife. I was in Natchitoches, L'a, in the army, when first informed by my wife of a proposition to sell the place. I got the information from my wife by letter, which I cannot attach, because I cannot tell what became of it. I have fully stated the contents of the letter in my answer to the 4th interrogatory.

Ans. to 8th interrogatory. I have fully answered this interrogatory in my answers to the foregoing interrogatories.

Ans. to 9th int. I was; and I had a conversation with both of them, but not as to the land or the title to the land. I was invited by Maj. Purnell to go to the place to see his (Purnell's) partner; and upon my arrival at the place they asked me to show them the lines between the packery place & Bill Perry, and the lines generally. I went with
373 them and showed them the lines, but nothing was said to me as to the title to the land. [M. T. Slaughter.]

Ans. to 10th int. I have not been persuaded or induced by any one to bring suit for the land in controversy. I brought the suit for the land in controversy because I thought I had been defrauded out of it. My family had been forced from the place during my absence. I had never received any consideration for the place. Dunn represented that he was purchasing for the Confederate government, and then he appropriated it to his own use.

Ans. to 11th int. I do not.

M. T. SLAUGHTER.

Sworn to and subscribed before me this 30th day of September, A. D. 1874.

[SEAL.] CHARLES HAUGHN,
U. S. C., W. D. T.

(Endorsed:) No. 58. In the U. S. C. C., W. D. T. In equity. Joseph Glenn vs. M. T. Slaughter and E. J. Slaughter. Deposition of M. T. Slaughter and E. J. Slaughter. Taken in Jefferson, Texas, Sept. 29th and 30th, A. D. 1874, by Charles Haughn. U. S. C., W. D. T.

374 *Preamble.*

Be it remembered that on this 7th day of December, A. D. 1874, it being the first Monday and rule day in said month, the following proceedings were had in the circuit court of the United States for the western district of Texas, before W. C. Robards, clerk of said court, to wit:

Order of court.

JOSEPH GLENN
vs.
M. T. & E. J. SLAUGHTER. } No. 58.

On this day came the plaintiff, by his counsel, Mess. Jones and Henry,

and set this cause down, generally, for hearing at the convenience of the court.

W. C. ROBARDS, *Clerk.*

Preamble.

Be it remembered that at a regular and stated term of the circuit court of the United States for the west. dist. of Texas, begun and held at Tyler, in said dist., the following proceedings, among others, were had on, to wit, Saturday, December 12, 1874:

Order of court.

JOSEPH GLENN
vs.
M. T. SLAUGHTER & EVELINA J. SLAUGHTER. } No. 58.

375 This cause coming on to be heard, and notice of a bill of revivor, as required by the rules of equity, having been given, and no good cause appearing why the bill of complaint in this matter should not be revived, it is ordered that said bill of revivor be allowed in the names of the executors of Joseph Glenn, dec'd.

And the issues of this cause having been fully argued by counsel, the cause was taken under advisement by the court.

Judgment.

U. S. C. court, Tyler, April term, 1875, in chancery sittings.

GLENN'S EXECUTORS
vs.
SLAUGHTER AND WIFE. } Bill for injunction and relief.

Since the last term of this court, when this cause was argued, submitted, and taken under advisement, I have fully considered the same, without giving my reasons therefor, my conclusions, that is, that the sale and conveyance of the land made by M'r's Slaughter to Dunn & Co. should in equity be upheld, and that the title and ownership of
376 the same should be held to be in the complainants holding through them, and it is so ordered and adjudged. It is further ordered and adjudged that the injunction heretofore granted in the cause be made perpetual, &c. Upon this basis of adjudication the complainants' counsel will order and submit a decree for my approval.

T. H. DUVAL,
U. S. Judge.

(Endorsed:) No. 58. Glenn's Ex'utors vs. Slaughter and wife Judg't. Filed May 21, 1875. W. C. Robards, clerk.

Decree of court.

Be it remembered, that at a regular and stated term of the circuit court of the United States for the western district of Texas, begun and held at Tyler, in said district, the following proceedings, among others, were had, to wit, 21st day of May, A. D. 1875.

In the circuit court of the United States for the western district of Texas, at Tyler, Texas.

377 JAMES M. GLENN, RICHARD DYMOND, and Jacob Ebersole, executors of the last will and testament of Joseph Glenn, deceased,
vs.
M. T. SLAUGHTER AND EVELINA J. SLAUGHTER.
} In chancery.

This cause came on to be further heard at this term, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed as follows, to wit:

It appearing to the court that the heirs at law and legatees under the will of Joseph Glenn, deceased, are the owners and holders of the equitable title in and to the following-described land, situated in Marion County, Texas, and that said equitable title is superior to the legal
378 title to the same in the said M. T. Slaughter and the said Evelina J. Slaughter, to wit, one tract of three hundred and twenty acres, beginning at a corner near Big Cypress Bayou, made for R. W. Nemeth, assignee of Richard Hazland, from which a pine bears N. 55° E. 7 varas; thence 1,344 varas a stake in a cypress pond, from a persimmon bears N. 20° W. 8 varas, each marked "N"; thence N. 1,108 varas to the south bank of Black Cypress Bayou, from which a white oak bears S. 25° W. 3 varas; thence with the meanders of the last-named bayou N. 60° W. 200 varas; thence N. 90 varas to a stakes, from which a gum bears N. 30 E. 7 varas; thence W. 1,144 varas a stake from which a red oak bears S. 43° E. 4 varas; thence S. 1,360 varas to the place of beginning. Another tract of three hundred and twenty acres of land, beginning at a stake 100 varas N. of the S. E. corner of a survey in the name of John Humphries, from which a holly, marked "R. W. N.," bears S. 40° E. 4 varas, a white oak, same mark, bears N. 5° E. 4 varas; thence N.
379 with the E. line of said Humphries' survey 1,340 varas to a stake, from which a black oak, marked "R. W. N.," bears N. 40° E. 5 varas; thence E. 1,350 varas to a corner on the bank of Black Cypress Bayou, inaccessible in high water; thence S. 1,340 varas to a stake, from which a water oak, marked "R. W. N.," bears N. 45° W. 13 varas; a water oak, same mark, bears N. 71° W. 10 varas; thence W. 1,350 varas to the beginning; and another tract of land, containing sixty acres more or less, lying on Big Cypress Bayou, adjoining to and south of the last mentioned. Three hundred and twenty acre tract, including the steamboat landing, wood-yard, and beef-packery; the two first-described tracts of land having been located by the headright certificate of Richard Hazlewood, and all three of them adjoining each other, and constituting together but one tract or parcel of land. And it further appearing to the court that the suit of M. T. Slaughter and Evelina J. Slaughter against Joseph Glenn, No. 983, on the law side of the docket of the circuit
380 court of the United States for the western district of Texas, at Tyler, to try the title to said lands, as well as for damages, ought not to be further prosecuted, and that the title to said lands in the heirs at law and legatees under the will of Joseph Glenn, deceased, ought to be quieted. Therefore it is ordered, adjudged, and decreed by the court that the provisional injunction heretofore granted by the court restricting the prosecution of said suit to try the title to said lands and for damages, on the law side of the docket of said circuit court, in the names

of the said M. T. Slaughter and Evelina J. Slaughter against Joseph Glenn, No. 983, be made perpetual, and that the said M. T. Slaughter and Evelina J. Slaughter be restrained from instituting suit for the recovery of said land, and from henceforth disturbing the title and possession of the heirs at law and legatees under the will of the said Joseph Glenn, dec'd, the executors of the will of said Joseph Glenn, dec'd, and all persons possessing or holding said lands under them or any of them.

381 And it is further ordered by the court that the said M. T. Slaughter and the said Evelina J. Slaughter pay all the cost of their said suit on the law side of the docket of said circuit court against said Joseph Glenn; for which let execution issue.

382 *Exceptions.*

JAMES M. GLENN, RICHARD DYMOND, JACOB Abersol,
vs.
M. T. SLAUGHTER & EVELINA J. SLAUGHTER.

In the circuit court of the United States, western district of Texas, at Tyler, Texas, April term, 1875.

383 Now come the respondents and except to the interlocutory orders, judgments and final decree rendered in this cause, and give notice of appeal to the Sup. Court.

MABRY & ROBERTSON & HERNDON,
Sol'rs for Defendants.

(Endorsed:) Glenn vs. Slaughter & wife. Filed May 22, 1875. W. C. Robards, clerk.

Leave to appeal.

In the circuit court of the United States for the western district of Texas, at Tyler.

JOSEPH GLENN, RICHARD DYMOND, AND JACOB Abersol, executors,
vs.
M. T. SLAUGHTER & WIFE.

Now come the defendants, M. T. Slaughter and Evelina J. Slaughter, and ask the court leave to appeal to the Sup. Court of the United States for revision from the decisions, orders, and final decree rendered in this cause at this term by the court, presiding in chancery.

ROBERTSON AND HERNDON AND MABRY,
Solicitors for Defendants.

(Endorsed:) Glenn vs. Slaughter & wife. Filed May 22, 1875. W. C. Robards, clerk.

384 Be it remembered that at a regular and stated term of the circuit court of the United States for the western district of Texas, begun and held at Tyler, in said district the following proceedings among others were had on, to wit, 22d day of May, A. D. 1875

Order of court.

JOSEPH GLENN ET AL.
vs.
M. T. SLAUGHTER AND EVELINA J. SLAUGHTER. } No. 58.

On application of defendants herein it is ordered that appeal to the Supreme Court be allowed; notice of such appeal having been given in open court.

385 UNITED STATES OF AMERICA,
Western District of Texas:

Know all men by these presents that we, M. T. Slaughter and Evelina J. Slaughter as principals, and E. C. Williams & John H. Bonner as sureties, are held and firmly bound to James M. Glenn, Richard Dymond, & Jacob Ebersol, executors of the last will and testament of Joseph Glenn, deceased, in the sum of two hundred dollars, for the true payment of which we bind ourselves, our heirs & legal representatives, firmly by these presents. In witness whereof we hereto sign our names & affix our seals this the 17th day of June, A. D. 1875.

The condition of the above obligation is such that whereas the said James M. Glenn, Richard Dymond, & Jacob Ebersol, executors of the last will & testament of Joseph Glenn deceased, complainants in a suit in the circuit court of the United States for the western district of Texas, at Tyler, against M. T. Slaughter and Evelina J. Slaughter, defendants, recovered a decree in said court on the 21st day of May, 1875, against said defendants for certain land therein described, perpetuating the injunction of a suit at law, as prayed for in said suit, quieting the titles to said land, and for all the costs in said suit, which said suit is No. 58 on the chancery docket of said circuit court, from which said decree the said M. T. Slaughter and Evelina J. Slaughter have appealed to our Supreme Court of the United States. Now if the said M. T. Slaughter & Evelina J. Slaughter, appellants, shall prosecute their appeal to effect, & shall make their plea good, the above obligation shall be null & void; but if the said appellants fail to prosecute their appeal to effect & make good their plea, then this obligation shall be of full force & virtue for all the costs in the said Supreme Court.

Signed, sealed, and delivered the day and date above written.

M. T. SLAUGHTER. [L. S.]
E. J. SLAUGHTER. [L. S.]
E. C. WILLIAMS. [L. S.]
JOHN H. BONNER. [L. S.]

I, W. C. Robards, clerk of the circuit court of the United States for the western district of Texas, do hereby certify that I am personally acquainted with E. C. Williams and John H. Bonner, and know them to be solvent and entirely responsible for the amount stated in the foregoing bond.

To certify which I hereto sign my name and affix the seal of said court at Tyler, Texas, this 8th July, A. D. 1875.

[SEAL.] W. C. ROBARDS,
Clerk s'd Cou.

The above bond is hereby approved.

T. H. DUVAL,
U. S. Judge.

386 In the United States circuit court for the western district of Texas, at Tyler. In chancery.

JOSEPH GLENN ET AL.
vs.
M. T. SLAUGHTER AND WIFE.

Now come M. T. Slaughter and Evelina J. Slaughter, his wife, defendants in the above cause, lately pending in said court and assign the following errors committed in said cause for revision in the Supreme Court of the United States.

1st. The circuit court erred in granting an injunction of the suit at law; was wrongfully in the circuit court, as said circuit court had no jurisdiction of the same.

2nd. The court erred in granting an injunction in this case to Glenn, the plaintiff, in this: if said Glenn was in the circuit court of the U. S. at all, he was in as pl'ff in the suit number 639, of the State court, which was intended as a suit in equity, in the State court, in which he was pl'ff, and the granting of which was in effect to enjoin his own suit.

387 3d. Pending a motion to dismiss the suit at law from the circuit court, on the ground that the circuit court had no jurisdiction, the circuit court granted an injunction to Glenn, in this case, before taking action on the motion to dismiss.

4th. The court erred in entertaining jurisdiction of this cause on the final trial, when it was shown that the circuit court had no jurisdiction of the suit at law, and the same was improperly removed from the district court of the State.

5th. It is apparent upon the record that Slaughter and wife brought action of trespass to try title for the land in controversy, in the State court, and Glenn and Purnell brought suit, in the same court, against Slaughter and wife to enjoin their action of trespass to try title. Glenn moved to remove the two causes to circuit court of the U. S., assuming that the two suits had been consolidated, and said motion was

388 granted over the objections of both pl'ffs and defendants, said Glenn was not a party to the suit at law, there was no order of consolidation, and the proceedings for removal were void, and the order granting injunction by circuit court was void; and the circuit court in the suit at law was without jurisdiction, and the court in this suit was without jurisdiction, all of which is assigned as error.

6th. The court erred in sustaining complainants' exception to the testimony of Ward Taylor, j'r, J. T. Veal, Henry Aha, and W'm Knox, so far as related to mesne profits, because comp'ts' general exception put the whole answer in issue.

7th. The court erred in overruling defendants' objections to evidence of all the witnesses who testified to admissions of Slaughter and wife. The said admissions were read in evidence by way of estop'el and not pleaded.

8th. The court erred in overruling defendants' exceptions to the testimony of Lewis P. Gray, as shown in bill of exceptions.

389 9th. In overruling defendants' objections to the introduction in evidence the deed from Slaughter and wife to H. P. Mabry, as shown by bill of exceptions.

10th. In overruling defendants' objections to the deed from O. C. Roberts to Evelina J. Slaughter as shown by bill of exceptions.

11th. In overruling defendants' objections to the testimony of A. H. Montgomery, as shown by bill of exceptions.

12th. In overruling defendants' objections to the testimony of Hinton Rivenbark, as shown by bill of exceptions.

13th. In overruling the defendants' objections to the testimony of O. C. Roberts, as shown by bill of exceptions.

14th. In overruling defendants' objections to testimony of Joseph Glenn, as shown by bill of exceptions.

15th. In overruling defendants' objections to the testimony of Tho's E. Purnell and M'r's Carrie Purnell, as shown by bill of exceptions.

16th. In overruling defendants' objections to the testimony of
390 Sam F. Mosely, as shown by bill of exceptions.

17th. In overruling defendants' objections to reading in evidence the deed from Evelina J. Slaughter to J. B. Dunn and Co., dated July 21st, 1863, purporting to convey the land in controversy, as shown by bill of exceptions.

18th. Defendants assign as error the final decree of the court in this cause, by which the suit at law is perpetually enjoined, and the title to the land in controversy is decreed to complainants, and divested from the defendants. All of which rulings, orders, and decrees of the circuit court are contrary to equity, and are erroneous, and defendants appeal to the Supreme Court of the United States for revision of the same.

MABRY AND ROBERTSON AND HERNDON,
Solicitors for Defendants, M. T. Slaughter and Wife.

(Endorsed:) Joseph Glenn vs. M. T. Slaughter and wife. Assignment of errors. Mabry & Robertson and Herndon.

391 I, W. C. Robards, clerk of the circuit court of the United States for the western district of Texas, at Tyler, do hereby certify that the foregoing three hundred and ninety pages of manuscript contain a full, true, and correct copy and transcript of all the pleadings, evidence, orders, decrees, and proceedings in the case of James M. Glenn, Richard Dymond, and Jacob Ebersol, executors of the last will and testament of Joseph Glenn, dec'd, vs. M. T. Slaughter and Evelina J. Slaughter, numbered on the docket of said court 58, as appears from the records of said court.

In testimony whereof I hereto set my hand and affix the seal of said circuit court, at Tyler, in said district, this 21 day of August, A. D. 1875.

[SEAL.]

W. C. ROBARDS,
Clerk U. S. Circuit Court.

I, T. H. Duval, judge of the district court of the United States, for the western district of Texas, sitting as judge of the circuit court of the United States for the said district, do hereby certify that W. C. Robards, whose genuine signature is affixed to the above certificate, is, and was at the date thereof, clerk of said circuit court, and that full faith and credit are due his official acts, and that his attestation is in due form.

To certify which, I hereunto set my hand, at Austin, in said district, this 21st day of August, A. D. 1875.

T. H. DUVAL,
U. S. Judge.

I, W. C. Robards, clerk of said circuit court, do hereby certify that T. H. Duval, whose genuine signature is affixed to the above certificate, is, and was at the date thereof, judge of said district court, and sitting as judge of said circuit court.

In testimony whereof I hereunto set my hand and affix the seal of said circuit court at Tyler, Texas, this 21 day of August, A. D. 1875.

[SEAL.] W. C. ROBARDS,
Clerk U. S. Court.

(Indorsement on cover:) No. 358. M. T. Slaughter & Evelina J. Slaughter, appellants, vs. James M. Glenn & al., ex'ors of Joseph Glenn, dec'd. W. Texas, C. C. U. S. Filed 21st February, 1876.

IN THE

Supreme Court

—OF THE—

UNITED STATES.

IN CHANCERY.

M. T. AND EVELINA J. SLAUGHTER,
Appellants,

VS.

JOSEPH GLENN, Appellee.

BRIEF OF APPELLANTS.

W. S. HERNDON, Solicitor for Appellants.

PRINTED AT THE DAILY JIMPLECUTE OFFICE, JEFFERSON.

M. T. SLAUGTER AND EVELINA J. SLAUGHTER,
Appellants,

VS.

JOSEPH GLENN, Appellee.

BRIEF OF APPELLANTS.

On the 5th day of June, 1868, M. T. Slaughter and wife instituted suit in the District Court of Marion County, Texas, (State Court,) against John R. and Edward H. Wilson, of said State and County, for tresspass and to try title to the tracts of land in litigation in the above suit. (See copy of petition on pages 77 and 78 printed transcript.) Service was had on defendants. (See copy of citation and return of sheriff, pages 78 and 79.) This suit was numbered on the State Court docket "No. 595."

On the 12th of November, 1868, Joseph Glenn and one Thomas F. Purnell filed a suit ir said State Court, No. 639, styled "Thomas F. Purnell and Joseph Glenn vs. M. T. and Evelina J. Slaughter," in which plaintiffs state that Evelina J. Slaughter, (one of the defendants and wife of said M. T.) on the 21st of July, 1863, owned in her separate right the land sued for in first named suit, and that she sold the same on said date to J. B. Dunn & Co. and warranted title, &c. That Dunn & Co. erected improvements thereon; that afterwards Dunn and wife sold to plaintiffs, Purnell and Glenn; that on the 11th day of October 1866, plaintiffs sold to Sanders, Taylor and others; that on the ——day of———, 1868, Sanders, Taylor and others sold to John R. and Edward H. Wilson, (defendants in the first named suit.) Plaintiffs further allege that neither the Wilsons nor Sanders, *et. als.* will defend said suit and ask that they, Purnell and Glenn, be permitted to be made parties to the suit No. 595, first above named, and that Slaughter and wife be enjoined from the prosecution of their suit against Wilson & Wilson, and that said Wilson & Wilson be quieted in their title to said land whenever plaintiffs are paid the balance of the purchase money, &c. See printed transcript pp. 79–83, and for exhibits thereto see pp. 84–93.) On the presentation of said petition to the District Judge in Chambers Nov. 2d. 1868, the said Judge made an order on the petition granting the prayer of said plaintiffs (Purnell & Glenn,) upon their filing bond for $1,000. (See transcript p. 93.) This petition and Exhibits and Judge's fiat was filed in the District Court of Marion County, but no action was taken further therein. No service or citation was had or made on the defendants, nor was any injunction issued or bond for same filed.

On the 15th day of December, 1868, it was suggested in Court when the last named suit was called that it had been consolidated with suit No. 595, but no order was made therein, nor did the defendants appear or answer. (Transcript p. 94.)

On the 9th of January, 1870, Joseph Glenn filed his petition for the removal of the causes above named to the Circuit Court of the United States, alleging that since the institution of suit No. 639 he (Glenn,) had bought the interest of Purnell, his partner. (See transcript pp. 94 95.) The petition was granted over the objections of plainuiffs and defendants to suit No. 595, first above named. (See transcript pp. 96–97.

On the 8th of May, 1871, the said cause being then in the Circuit Court of the United States for the Western District of Texas at Tyler, filed on the law docket of said Court, plaintiff Glenn filed an amendment, alleging:

1ST.—That he was an intervenor in said suit instead of a defendant.

2D.—That by reason of the abscence of her husband, the responsibility of supporting herself and children and preserving her separate estate devolved on the said Evelina J. Slaughter, and that she had no means of doing so except from the labor of her slaves, and that on account of sickness in the family it became necessary to change her abode, which she could not do without selling her land, above described.

3D.—That she sold same to J. B. Dunn & Co., and purchased with the money received a farm from O. C. Roberts whereon she and her husband still resides, &c.

4TH.—That intervenor induced by the agreement of sale of the land entered into between him and the said Evelina J. Slaughter, and believing it would be carried out in good faith J. B. Dunn went into possession, made improvements, &c., with knowledge and consent of said Slaughter and wife, and that J. B. Dunn having purchased the interest of his partner, E. Price, intervenor (Glenn) purchased of said Dunn, &c.

5TH.—That Evelina J. even if the deed from her to Dunn was de-

fective she would be bound in equity to make it good, or make to him intervenor, title to the land she bought from Roberts with the money received from Dunn, &c.

7TH.—That since filing his original bill of intervention, intervenor title to said land from Sanders, Taylor, *et. al.* and Wilson & Wilson and is now sole owner thereof. (See printed transcript p. 98.)

On the 25th of April, 1871, Glenn made a motion to transfer the now styled "M. T. Slaughter and Evelina J. Slaughter, vs. Wilson & Wilson, and Glenn & Purnell intervenors, No. 583," from the law to the chancery docket. (See printed transcript, p. 102.)

On the 26th of April, 1871, M. T. Slaughter and wife appeared for motion, and for no other purpose, and moved the court to strike the cause from the docket, because:

1ST.—Alll the parties were citizens of the State.

2D.—The parties objected to removal.

3D.—Because Glenn & Purnell pretended to intervene and procured an order to remove said cause, which order was contrary to law, &c.

4TH.—Because Slaughter and wife and Wilson & Wilson, nor any of them was ever made parties to suit No. 639, nor was the order of intervention ever spread upon the minutes of the Court of Marion county.

5TH.—Because suit No. 639 was never consolidated; that Glenn had never appeared in suit No. 595, nor file any paper therein, &c., and asked that said suit be remanded, &c. (See transcript, page 103). No decision was rendered on this motion.

On May 6th, 1871, Glenn filed a bill in the cause in the Circuit

Court, U. S., at Tyler, against M. T. Slaughter and wife, alleging in substance:

1ST.—That Mrs. Evelina J. Slaughter owned, in her own separate right, and was on the 21st July, 1863, in possession of said land first above named.

2D.—That said Evelina J. and said M. T. Slaughter were husband and wife and living with them several minor children; and that besides said land she owned in her own separate right a number of negro slaves and some other personal property; that there was none, or but little, community estate; that the support had hitherto been derived from the cultivation of said farm by her negroes, &c.

3D.—That said M. T. had abandoned his wife and gone beyond the limits of the State and enlisted as a soldier in the Confederate States army, without present intention or ability to return; that he continued so absent for many months afterwards—during all of which time he neglected and refused to perform his marital rights in providing for the support of his wife and family—but that the duty devolved upon his wife.

4TH.—That his wife, being thus situated, became dtssatisfied with said land, sold the same to J. B. Dunn & Co. (J. B. Dunn and E. Price,) without being persuaded by her husband, for $8,400.00 in Confederate money, which was then supposed to be worth fifty cents on the dollar, and that the same was the fair market value of the premises.

5TH.—That the said Evelina J. Slaughter, having sold said land, as aforesaid, received said consideration therefor and made and delivered her deed therefor on the said 21st of July, 1863, which was so made and delivered before L. T. Gray, County Clerk of Marion county; but that said L. T. Gray omitted to certify the same, as required by

law, in the case of a married woman, but appended to said deed the ordinary form for a *feme sole* or male person.

6TH.—That the said Evelina J. Slaughter purchased with the money received as the proceeds of said sale, from O. C. Roberts, a tract of land therein described, and went into possession thereof, and that she and her said husband then occupied the same.

7th.—That Dunn & Co. went into possession of the land bought by them, as aforesaid, and that when said M. T. Slaughter returned home he acquiesced in said sale and purchase by his wife.

8TH.—That Dunn & Price erected improvements on said lands with the full knowledge of said Slaughter and wife, relying on the acquiesence of Slaughter and wife to said sale.

9TH.—That J. B. Dunn purchased the interest of his partner Price.

10TH.—That on the 6th of February, 1866, Glenn purchased the same from Dunn and wife, and that said M. T. Slaughter had knowledge of the purchase and encouraged the same and induced Glenn to expend large sums of money on said land, without objection.

11TH.—That said Glenn and said Purnell, above named, entered into an executory contract for the sale of said premises to Sanders, Taylor *et. als.*, who remained there a short time and sold to John R. and Edward H. Wilson, who was placed in possession.

12.TH—That Glenn never became divested of title, which the said Wilsons knew, and that the executory contract has long since been adjusted between Glenn and Taylor and Sanders and Wilson & Wilson, and the same canceled, and that Glenn is the sole owner.

13TH.—That during the time Wilson & Wilson held the same, M. T. Slaughter and wife were persuaded, by designing persons, to suppose, because of the defect in the authentication of the deed to Dunn

& Co. and the failure of M. T. Slaughter to join in same, that Mrs. Evelina J. Slaughter was not bound by the sale, and by persuasion and promises that in case of failure to recover, no attorney's fees would be charged, and that the attorney would pay the costs, she and her husband were induced to commence the suit against Wilson & Wilson.

14TH.—That Wilson & Wilson, although duly cited, failed to appear and defend the suit.

15TH.—That believing Glenn could not get justice in State Courts, removed same to U. S. Circuit Court at Tyler.

16TH.—That if the deed from Evelina J. Slaughter is defective, she would be bound in equity to make valid deed or to convey the land purchased by her from O. C. Roberts to Glenn.

17TH.—And prays injunction against Slaughter and wife from the prosecution of the suit against Wilson & Wilson, &c.; and for decree requiring M. T. and Evelina J. Slaughter to make title to Glenn of the property sold by her to Dunn & Co. (See printed transcript pp. 1–6).

The injunction was granted. (See order transcript pp. 7–8.)

DEFENDANT'S ANSWER.

The said defendant, Evelina J. Slaughter answering, says:

1ST.—That about the 1st of June, 1863, said J. B. Dunn and E. Price came on said premises, with a view, as they informed respondent, of examining same for the purpose of procuring same to establish a

beef and pork packery thereon, to pack beef and pork for the Confederate States armies; that at the time her husband was absent from home, (having left home to join said army a few days before).

2D.—That said Dunn and Price informed said respondent that they knew of no other suitable place for said business and that they would and must have the premises; that it was to be used for the government of the Confederate States, and that if she did not sell the said premises, that they were authorized to and would impress the same, and that she had better sell the same as she would get more for it by sale; for, if it had to he impressed, she would never get anything for it.

3D.—That Dunn and Price visited the premises several times, sometimes together and sometimes said Price with other parties, and that about the first day of June, 1863, respondent, after being convinced of their asservations and determination of impressment, as aforesaid, she finally told them she would take $12.00 per acre for the lands, but by that meant that said price should be paid in gold, but that she could only do that by the consent of her husband, the said M. T. Slaughter.

4TH.—That said Dunn and Price then commenced to move their property and laborers on the premises and to take possession of the same, without the consent of respondent, and that said Price, still persisting as aforesaid that the said premises would be impressed by the Confederate States government, as aforesaid, for said purposes, unless respondent accepted the money at the said price tendered and offered to respondent, the sum of $3000.00 in Confederate money, which she did not at first accept, but told said Price that she had not yet heard from her husband; whereupon Price promised respondent that if her husband refused to assent to the sale that he would take the money back and then impress the property as aforesaid.

5TH.—That with the said promise on the part of said Price, that he would not hold her bound if her husband dissented, she received the $3000.00; and that afterwards, and before any transfer or possession was made or delivered, she received a letter from her said husband, wherein he refused to ratify or approve the same; and that she thereupon tendered back to Price the said money, and notified him of her husband's dissent to said sale, but that Price positively refused to receive the same or give up the premises.

6TH.—That afterwards, and before any transfer was made, said Price informed respondent that if she would conclude the sale, that after Dunn and Price were done using the premises, she might have the same back for six dollars per acre, but evaded giving respondent a written contract for same, although requested to do so.

7TH.—Denies having willingly signed the deed to J. B. Dunn & Co., but was induced to do so by promises and threats, as aforesaid, by said Dunn and Price, and by reason of said Price having placed on the premises hands and rough characters that made her afraid to remain there.

8TH.—That she did sign the deed under the aforesaid circumstances.

9TH.—That she was not compelled to sell to support herself and family, nor was the sale beneficial to her separate estate. That there was an abundance of supplies for the support of her family on hand, and that she lost largely by being compelled to move; that she had a large surplus of supplies which she sold.

10TH.—That there was considerable community estate on said premises between herself and husband; that before her husband left he supplied all her wants to last for the time of his abscence, and employed an overseer to superintend and manage the plantation and slaves; that there were on the premises about twenty-five negro slaves, besides

all necessary stock and forage, and on hand a large amount of Confederate money.

11TH.—That she owned another large plantation in a high state of cultivation, situate about 25 miles distant from her home, from which she expected to derive a large revenue.

12TH.—That her said husband, (M T. Slaughter,) never abandoned her, but was only temporarily absent in the army, as all able-bodied men were required to be.

13TH.—Admits that she did, in order to invest the Confederate money which she was compelled to receive from Dunn & Price, buy the farm from O. C. Roberts, and paid for the same in part with the money she received for the other place, but that the place was far less valuable than the one acquired by Price & Dunn, but that the purchase was made without any assistance or advice from Dunn & Co.

14TH.—That she was not induced to bring the suit for the land by designing persons, but did so because she had been wronged by Dunn & Price. She contracted with an attorney to bring the suit on the best terms she could, in his office and upon her own motion.

15TH.—Denies that she ever, by act or deed, ratified or confirmed the sale to Dunn & Co., but commenced suit to recover the premises soon after the courts of the country were open so that her rights could be adjudicated. That she was not advised as to what was being done on the premises by Dunn & Price, and that they knew she expected to get back the same.

16TH.—That the money she received from Dunn & Co. was of little or no value—worth at that time only about six to ten cents on the dollar—that the premises sold, with the growing crop thereon, was worth $8500 in good and lawful money, and that the price paid by Dunn & Co. was far less than its real value.

17TH—Prayer for restitution, rents and damages, (See transcript pp. 8–12).

ANSWER OF M. T. SLAUGHTER.

M. T. Slaughter, for himself. says:

1ST—That in addition to what his co-respondent had answered, says that besides the property named by her as community estate, there were about 400 head of pork and stock hogs, and that he had made ample provision for his family during his absence in the Confederate army.

2D.—That he left home on the 26th day of May with no intention or thought of abandoning his wife to join his command in the army, where he remained several months, as all able-bodied men were required to do.

3D.—That after he reached his command on Red River, in the State pf Louisiana, about 150 miles from home, he received a letter from his wife notifying him of the action of Dunn & Co., and replied at once, refusing any acquiescence in the sale of the lands, and directing her to hold the same.

4TH.—That afterward, and before any transfer was made to Dunn & Co., his wife notified him by letter that she would be compelled by them to leave the place, as it was taken for the Confederate Government and that she could not prevent it: that she would do the best she could with what money (Confederate) she had, That in May, 1864, he lost an arm and was discharged and returned home.

5TH.—That until the fall of 1865 he thought the property belonged to the Confederate Government—having been impressed, as he supposed. That about that time an effort was made to procure from him a notification of the sale made as aforesaid to Dunn & Co., which he declined to do, and notified the attorney that he intended to sue for the place when the courts of the country were open; that Dunn & Co. had forced his wife, in his absence, to leave the place against his positive dissent.

6TH.—That he and his wife were prevented from bringing the suit until 1868, on account of the unsettled condition of the country and the courts, and by reason of not having funds to prosecute a law-suit

7TH.—That he did not at any time, knowingly ratify, by act or deed, said sale made by his wife to Dunn & Co., or to any one holding under them. That at one time after the place was occupied by Glenn & Purnell he visited the place, at their request, and showed the boundaries, but no one said anything about the title to the place, and if the request was made by Glenn & Purnell to get respondent then to create by his act an estoppel as to title, the same was a fraudulent device on their part. Purnell told respondent that he and Glenn were partners in farming, but supposed that they had rented the farm.

8TH.—That he only visited the premises twice after his wife left thera—the first time about the close of the war, and the other as above stated. That he never, by act or deed, knowingly induced any one to purchase or improve the premises, but always asserted his determination to try to recover the place.

9TH.—That no one ever induced him, by persuasion or otherwise, to recover the premises, but when he concluded to commence the suit he employed an attorney on the best terms he could to save expenses of litigation.

10TH.—That he was greatly damaged by the sale of the place, but that he returned home wounded, and being compelled to seek shelter, occupied with his wife, the premises purchased by her; that Dunn & Co. greatly damaged the premises by destroying houses, orchards, gardens, timber and fences thereon.

11TH.—Prayer for rents and damages, restitution, costs, &c. (See transcript, pp. 12–15).

REPLICATION.

Complainant made usual replication to respondent's answer. (See transcript, p. 15).

FIRST ASSIGNMENT OF ERROR.

The Circuit Court erred in granting an injunction of the suit at law, which was wrongly in the Circuit Court, and said Circuit Court had no jurisdiction of the same. (Transcript, p. 129). (See judgment granting writ, transcript, p. 7).

In the suit at law styled "M. T. Slaughter and Evelina J. Slaughter vs. John R. Wilson and Edward H. Wilson," No. 595, in the District Court of Marion county, as shown by transcript, (pp. 77–78,) neither Joseph Glenn nor Thomas F. Purnell were parties. Service was had on Wilson & Wilson, as required by law. (See transcript, pp. 78–79).

Joseph Glenn and Thomas F. Purnell claim to have filed a suit, No. 639, in said District Court, wherein they were plaintiffs and Evelina J. Slaughter and M. T. Slaughter were defendants, but said suit was never properly filed, if at all; (See transcript, pp. 79–83; and if any such suit was ever filed, no service or citation was ever had or made on the defendants, and they could not be required to answer therein;

nor did defendants waive service; nor did any citation ever issue; nor was there any voluntary appearance of defendants therein. Therefore all action had thereon, or taken therein, was a nullity.

Webster vs. Reid, 11th Howard, 460.
Nations vs. Johnson, 24th Howard, p. 203.
Con. U. S., Amendment, Art. V.
Roberts vs. Stocksleger, 4th Texas, 307-8.
Halme vs. James, 6th Texas, 242.

And said two suits were never consolidated. Because the only action of Court ever taken in relation thereto, was taken in suit No. 639, wherein Purnell & Glenn were plaintiffs, which was no order of consolidation, but a bare suggestion that an order made in Chambers had been filed in this case. (See transcript, p. 94).

SECOND ASSIGNMENT OF ERROR.

The Court erred in granting an injunction in this case to Glenn, the plaintiff, in this: If said Glenn was in the Circuit Court of the U. S. at all, he was in as plaintiff in the suit No. 639, of the State Court, which was intended as a suit in equity in the State Court, (See transcript of petition, pp. 79–83,) in which he was plaintiff, and the granting of which was in effect to enjoin his own suit. (Transcript, p. 129).

In this suit (No. 639) Purnell and Glenn claim no interest in the land, but claim only a lien thereon, and ask that Slaughter and wife be enjoined from the prosecution of their suit against Wilson & Wilson, and that Wilson & Wilson be quieted in their title. (For prayer see transcript, p. 83).

Purnell & Glenn allege in their said petition that they had sold to Sanders, Taylor *et. als.*, and that Sanders, Taylor *et. als.* had sold to Wilson & Wilson, (defendants in suit No. 595.) That they (Purnell & Glenn) had instituted suit against Sanders, Taylor *et. als.* to recover the balance of the purchase money. They do not allege that they are

bound to defend the title by their warranty. In fact, the agreement of sale between Glenn & Purnell and Sanders, Taylor *et. als.*, as filed in this cause by them in the amendment filed in the Circuit Court before they asked the injunction herein, (Transcript, pp. 100–101,) shows that Glenn & Purnell were not bound to warrant the title. The agreement states that after payment of $1500.00 they would give such title if Sanders, Taylor *et. als.* desired it. But the credit on same shows that only $1000.00 had been paid. (See transcript, p. 101).

THIRD ASSIGNMENT OF ERROR.

Pending a motion to dismiss the suit at law from the Circuit Court, on the ground that the Circuit Court had no jurisdiction, the Circuit Court granted an injunction to Glenn in this case, before taking action on the motion to dismiss. (Transcript, p. 129). (See motion transcript, p. 103).

This again brings to the notice of the Court that it had no jurisdiction of the case against Wilson & Wilson, and that the order granting the removal was wrongfully made, as the law then was. All the parties to suit No. 595 were citizens of Texas.

U. S. Revised Stat., 2nd clause sec. 639, p. 113, old Ed.

FOURTH ASSIGNMENT OF ERROR.

This involves also jurisdiction to hear and determine the whole question, because the entire proceeding by Purnell and Glenn in their suit was *ex parte*. (See order of Judge trans., p. 93).

FIFTH ASSIGNMENT OF ERROR.

It is apparent on the record that Slaughter and wife brought an action of trespass in the State Court, and Glenn & Purnell brought suit in the same Court against Slaughter and wife to enjoin their action of trespass and to try title. Glenn moved to remove the

two causes to the Circuit Court of the U. S., assuming that the two suits had been consolidated, and said motion was granted over the objections of both plaintiffs and defendants. (In suit 595.) Said Glenn was not a party to the suit at law, there was no order of consolidation, and the proceedings for removal were void; and the order granting the injunction by the Circuit Court was void, and the Circuit Court in the suit at law was without jurisdiction, and the Court, in this, was without jurisdiction. (Transcript, p. 129).

See references made under assignments 1st and 4th.
See objections of Plaintiff and Defendant to removal, transcript pp. 96-7.

SIXTH ASSIGNMENT OF ERROR.

This assignment has reference to the ruling of the Court on the testimony as to mesne profits and damages. Appellants insist that by complainant's general replication, [transcript, p. 15,] every issue was before the Court. If the case should have been decided for appellants, the evidence would become material; but if for appellees, it would not. If the case is remanded, appellants ask judgment on the ruling of the Court below. [Ruling not shown by transcript].

SEVENTH ASSIGNMENT OF ERROR.

The Court erred in overruling defendant's exceptions to the evidence of all the witnesses who testified to admissions of Slaughter and wife. The said admissions were read in evidence by way of estoppel, and not pleaded. [See transcript, p. 129.] This also is intended to cover bill of exceptions as made and filed, [See transcript, p. 127,] to all orders, &c.

The objections to the testimony of Thomas F. Purnell and Mrs. Carrie Purnell, and Joseph Glenn, and Hinton Rivenbark, and Sam F. Moseley, and O. C. Roberts, covered by several assignments of error,

are based on the same grounds. [See objections and ruling of Court, transcript, pp. 72-77].

These admissions, confessions, or conversations were not charged in the bill, nor any manner pleaded as an estoppel, but were admitted in evidence without any allegation of the fact admitted or confessed. "The *allegata et probata* must correspond," is the rule. There are no allegations of the fact proven by these admissions or conversations of Slaughter and wife, and to allow them read in evidence is to supply the place of allegation and evidence.

EIGHTH ASSIGNMENT OF ERROR.

The Court erred in overruling defendant's exceptions to the testimony of L. T. Gray.

Third Interrogatory [to L. T. Gray, p. 45,] Gray is asked if he is County Clerk of Marion county, and whether he witnessed or attested deed made Exhibit A., [See deed in transcript, p. 51,] and if so, whether he did it apart from her husband, and what questions were propounded to her, and whether or not he explained it to her and what she said as to willingness to execute the same?

Defendant's object to answer of the same, wherein he answers as to the manner of taking the acknowledgment of Mrs. Slaughter: [See objections, transcript, p. 72:]

1ST.—Because if he took the acknowledgment and made the examination of Mrs. S. to the deed, she, being a *feme covert*, and the property being real estate and the separate property of the wife and the homestead of the family, witness's certificate of the manner and form of taking the same is the best and only evidence of his taking the same, and the manner and form of doing same.

2ND.—Because the facts, therein stated by witness, are such facts as are required by law to be stated by the officer taking the same, in his

certificate of examination and acknowledgment of a married woman in the conveyance of her separate property in real estate, or the homestead of a family, and that the same cannot be proven by parol, but must eb proven by the certificate then made.

3RD.—Because in the deed in question the husband is not joined with the wife, as the law requires, for the conveyance of separate real property of the wife and homestead of the family, and the deed is therefore ineffectual for any purpose.

4TH.—Because what the law requires to be done to effect the conveyance of the real property which is the separate estate of the wife, or the homestead of a family, can only be done and made to appear by the record itself.

5TH.—Because the authority of witness, as County Clerk, to make and record a certificate of acknowledgment of such a conveyance, as the one aforesaid was *functus officio* as soon as the record was made.

This assignment of error is to the effect that complainant attempted to prove by said witness, L. T. Gray, who was the County Clerk of Marion county, and before whom the acknowledgment of Mrs. Slaughter was taken to the deed of conveyance made by her to J. B. Dunn & Co., on the 21st of July, 1863, for the land in question, the manner of taking such acknowledgment.

This is a deed of conveyance made by a married woman, without being joined by her husband, purporting to convey real property—the separate property of Mrs. Slaughter and homestead of said Mrs. Slaughter and family. The acknowledgment was authenticated according to law for a *feme sole*.

The statutes of the State of Texas, in defining the mode of conveying property in which the wife has an interest [Paschal's Digest, sec. 1003] provides: "That when a husband and his wife have signed

and sealed any deed or other writing, purporting to be a conveyance of any estate or interest in any land, slaves, or other effects, the separate property of the wife or homestead of the family or other property exempted by law from execution, if the wife appear before any Judge of the Supreme or District Court, Notary Public, &c., and being privately examined by such officer, apart from her husband, shall declare that she did freely and willingly sign and seal the said writing, to be then shown and explained to her, and wishes not to retract it, and shall acknowledge the said deed or writing so again shown to her to be her act, thereupon such Judge or Notary, &c., shall certify such privy examination, acknowledgment and declaration, under his hand and seal, by a certificate annexed to said writing to the following effect or substance, viz.: State of Texas, county of ——, Before me, ——, Judge of or Notary Public of —— county, personally appeared ——, wife of ———, parties to a certain deed or writing, bearing date on the ——— day of ———, and hereto annexed; and having been examined by me privy and apart from her husband, and having the same fully explained to her, she, the said ——— acknowledged the same to be her act and deed, and declared that she wishes not to retract it; to certify which I hereto sign my name and affix my seal this ——— day of ———, A. D. ——. [SEAL.]

That the husband did not join the wife in the execution of the deed of conveyance in question, and that there is not such authentication to the deed as the law requires is admitted by complainant in his bill; and that proof *aliunde* of the manner of taking such acknowledgment has been decided by the Supreme Court of the United States, and by almost every State in the Union, to be admissible. In the case of Elliott vs. Piersol, (1st Peters, p. 328,) a case almost identical with the one at bar, the Supreme Court says:

"The general question involved in the first instruction is, can the

privy examination and acknowledgmeet of a deed by a *feme covert* so as to pass or convey her estate, be legally proved by parol testimony. We hold that they cannot." (P. 338).

In the case of Landers vs. Bolton, (26 Cal., 408,) the Court says: "For the purpose of protecting her against fraud, coercion and undue "influence of any kind, the acknowledgment of the wife is made a "part of the deed itself, or, perhaps more properly speaking, an indi- "spensible part of the evidence of its execution. To secure perfect "freedom of action, the wife must be examined separate and apart "from her husband, and even at the last moment the right of retracting "is secured to her. It must appear in the certificate of acknowledg- "ment that she stated she did not wish to retract. In her case the "certificate cannot be made as in others upon proof of the subscribing "or other witnesses the acknowledgment in person before the proper "officer, and his certificate, in form prescribed law, is the only evi- "dence admissible that she ever executed the instrument. All other "proof in Court or out is incompetent." (See also Smith vs. Glenn, 31st Cal).

Defendants object to the reading as evidence that part of L. T. Gray's testimony, in his answer to interrogatory 5th, wherein he says that Evelina J. Slaughter had control of the property belonging to her and her husband, and to her separately, and wherein he says that she had the disposition of it during her husband's absence. (See objections, pp. 72–73),

Interrogatory 5th is as follows: "State whether or not said Evelina J. Slaughter did not have the management, possession, and control, and disposition of her separate property, and all the other property belonging to her and M. T. Slaughter during his absence." (See transcript, p. 46).

Witness answered as follows, viz.: "Evelina J. Slaughter had the

management and control and possession of all the property belonging to her and her husband, and to her separately, and the disposition of it during M. T. Slaughter's absence." (See transcript, p. 54).

The objections are as follows, viz.; (See pp. 72–73):

1ST.—"Because the law gives the control of the community property and the separate property of the wife to the husband alone, and the disposition of the property (real) cannot be effected by parol."

2ND.—"Because, if the wife had such disposition of the real property, the same must be shown by an instrument in writing, properly executed, and if such is the case, that is the best evidence of the fact."

3D.—"Because, for the witness to say that the wife has the control and disposition of the property, is to testify to a legal conclusion." Which objections were overruled. (See transcript, p. 73).

By the Statutes of frauds which are in force in this State, real estate cannot be conveyed by parol. Authority to convey must be in writing, and such authority cannot be proven by parol, If the wife had such disposition, it must be shown in an instrument in writing, properly executed, for that is the best evidence of the fact.

The Statute of Texas is as follows: "All property, both real and personal, of the husband, owned or claimed by him before marriage, and that acquired afterwards by gift, devise, or descent, as also all the increase of the lands or slaves thus acquired, shall be his separate property. All property, both real and personal, of the wife, owned or claimed by her before marriage, and that acquired afterwards, by gift, devise, or descent, as also the increase of lands or slaves thus acquired, shall be the separate property of the wife; Provided, That during the marriage the husband shall have the sole management of all such property." (Paschal's Digest, sec. 4641).

And further: "All property acquired by either husband or wife during marriage, except that acquired as specified, (above,) shall be deemed the common property of the husband and wife, and during the coveture may be disposed of by the husband only." (Paschal's Digest, sec. 4642.) And as to the manner of conveying the separate real property of the wife, see sec. 1003 Paschal's Digest, above quoted herein.

By the above quoted statute the husband has the sole management of the wife's separate property, and to allow the witness to testify that the wife had the control and disposal of the separate or community property is to testify as to a legal conclusion adverse to law; and the management of the property being so vested, cannot be divested or taken away, except by his consent, and that consent, as to real property, must be in writing. The opinion or statement of the witness, that Mrs. Slaughter had control and disposition of it, (and his evidence is nothing more,) seems to be clearly inadmissible, and ought to have been ruled out by the Court.

1st Greenleaf's Ed., sec. 86: "Oral evidence cannot be substituted for any instrument which the law requires to be in writing; such as records, public documents, official examinations, deeds of conveyance of lands, and other writings mentioned in the Statute or frauds." In all such cases the law having required that the evidence of the transaction should be in writing, no other proof can be substituted for that, as long as such writing exists.

There is no pretence by appellee that any such writing ever existed, but her power to sell or control is based solely on the ground of her husband's temporary absence. It is fully proven, by all the witnesses who speak on the point, that the husband was only temporarily absent. And this witness, Gray, in answer to 2d cross-interrogatory, (see tran script, p. 55,) says: "M. T. Slaughter's absence from home has been

temporary, as a soldier in the Confederate States army;" that "M. T. and Evelina J. Slaughter were husband and wife and were never divorced or permanently separated."

In reference to the answers of witness, Gray, to interrogatories 8th, 9th and 11th, as to what Mrs. Slaughter did with the money received from Dunn & Co., (see transcript, p. 55,) and defendant's objections thereto, (see transcript, p. 73,) and that she lived upon the premises purchased therewith, appellants say: "That the same is irrelevant to any issue joined in this suit, &c., &c.

It will be seen that the real issue made by the bill and answer is the validity or invalidity, of the conveyance made by Mrs. Slaughter to Dunn & Co. As to whether she bought other lands with it, or lost it at gaming, does not effect the issue made. Appellees do not pray for the return of money, nor for the conveyance to them of the land bought with the money received; but they pray only for the suit at law to be perpetually enjoined and complainant's title be quieted. The evidence is, therefore, impertinent to the issue.

NINTH ASSIGNMENT OF ERROR.

Complainant offered in evidence the deed from Slaughter and wife to H. P. Mabry, expressly stating that it was for no other purpose than of showing the inducement of defendants to bring the suit at law to recover the land. (See transcript, p. 73.)

OBJECTIONS OF DEFENDANTS.

1ST. Because it is immaterial to any issue in the cause.

2ND. Because said deed, if made, does not tend to establish any equities or rights on behalf of complainant, and the same is dated long after complainant's purchase from Dunn & Co. (See transcript, p. 73.)

If complainant desired to use the deed against defendants, it should have been pleaded different from the manner the same was done.

There then existed no law in the State of Texas against such a contract as the one contained in the deed.

TENTH ASSIGNMENT OF ERROR.

The same objections and argument applies this assignment as to the testimony of O. C. Roberts. (See O. C. Robert's testimony, transcript, pp. 57–58, and objections thereto, pp. 73–74.)

ELEVENTH ASSIGNMENT OF ERROR.

The overruling the objections to the testimony of A. H. Montgomery, in answer to interrogatory 8th, is here assigned as error.

The interrogatory is in substance an inquiry as to what he heard M. T. Slaughter say in reference to the sale of land by his wife. (See transcript, p. 63.) Defendarts object:

1st. Because said conversation, if had, was had to a party nowise interested in the titles to the lands, and which was not by him communicated to complainant, or others claiming under Mrs. Slaughter, and could not have influenced their action.

2nd. Because neither complainant nor those claiming under Mrs. Slaughter acted on said information or admissions, if such the conversation was.

3d. Because the title of Mrs. Slaughter could not be effected by the admissions of her husband.

4th. Because the title of Mrs. Slaughter will not be effected or passed by such admission, she being a married woman. (See transcript, p. 74.)

It seems that complainant is attempting to prove, for the purpose of estoppel against appellants, their admissions to third parties. This

evidence cannot have that effect. Complainant does not allege that any fraud was committed by Mrs. Slaughter in the sale nor afterwards, nor does he allege, nor does the proof show, that he ever acted on said admissions or any other.

Mrs. Slaughter being a *feme covert* is not estopped from setting up her title to the land by any such idle declarations; and the witness, too, states that the most of what was said, was said by Mr. Slaughter. (See Montgomery's answer to 8th interrogatory, p. 66.) It surely cannot be pretended that Mrs. S. can be divested of her legal rights in her separate estate by any admissions or declaration of her husband. Could it be possible that the separate estate of a married woman is held by any such feeble or uncertain tenure?

In the case of Young vs Van Benthuysen, 30th Texas, p. 762, it was shown that Mrs. Young, the *feme* claiming the property had joined her husband in a mortgage or deed of trust on it. "That she was present at the sale and did not object or forbid the sale." "That she accompanied Mrs. Van Benthuysen to L. M. Hitchcox and requested him, after his purchase of it, to sell the land to Mrs. Van Benthuysen." Yet the Court says:

"To give the most claimed by defendant, this advice or request could not operate more favorably to the defendant, or more adversely to the plaintiff, than if Mrs. Young had then and there executed a deed for the lots to defendant. But a *deed* made by a married woman for land, even if the land had been her own, would not have passed the title unless it were acknowledged before a proper officer according to the statute in such cases made and provided—a deed by a married woman of the community real property, without the concurrence of her husband, is entirely worthless. But the constitution and laws have so hedged in a homestead from sale that courts are required to scrutinize very closely to see that all the constitutional and statutory re-

quirements have been fully complied with before they will pronounce a sale of the same to be valid. (30th Tex. 770).

The statutory requirements for the conveyance of the separate property of the wife, and the homestead of the family, are the same. (See Paschal's Digest, sec. 1003, above quoted.)

In the case of Thomas vs. Groesbeck, 40 Tex. p. 535, the Court says: "It is a well recognized and essential element of an equitable estoppel, that the act or admission relied upon to have this effect must appear to have had a direct or immediate influence upon the party asserting it. There must be a wrong on the one side and injury suffered or to be apprehended from the act in question by the party setting it up, he cannot rely on it as an estoppel, whatever may be its effect upon others, or whatever may be said of it in morals."

The Court further says, item p. 536: "When appellees received their deed, they were advised of the invalidity of their title, and took, as their security, the covenant of warranty of their grantor, and if he is responsible and can make it good, as to which the record is silent, they are not injured by his settlement upon, or gift to his daughter of a portion of the purchase money paid him."

In the case at bar the appellees have a warranty deed from Dunn. They do not allege that he is insolvent, and he must rely on Dunn's warranty for his indemnity, for his loss of the land.

That the conduct of the wife cannot estop her *in pais*, is also decided in the case of "Bank of the United States vs. Lee, 13th Peters, p. 107, and this is a much stronger case against the *feme* than the one at bar.

We also find in the case of Willard vs. Park, 1st Tex. Rep., p. 354-5 the same question decided. This was a case in which the wife of J. Parks claimed a negro slave as her separate estate Parks and wife

were in possession of the slave in Tennessee, made to his wife. Parks came to Texas, bringing the slave with him, a few weeks previous to the arrival of his wife. Parks was the reputed owner of the slave in Texas. Parks informed Willard that his wife owned the slave previous to purchase of Willard under execution. In a suit by Willard to recover the slave, the Supreme Court, after referring to and thoroughly discussing the cases of the "Bank of the United States vs. Lee, 13 Peter's Reports, page 107, and the cases therein referred to. (See pp. 361-2):

"That the silence of the wife respecting her title (on her arrival in this country, and previous to the credit given her husband) was not incompatible with her duty; and could work no forfeiture of her rights.

"Shall the wife be regarded, in respect to the conduct of her husband, as occupying the different position of a third person, subject to the same rigid rules? Shall she be held to have forfeited her rights, because she did not publish to the world her husband's infamy? Such doctrine would be monstrous. Its assertion, as a principle, of our municipal law, would present that system, which professes to merge in the husband the legal existence of the wife, and to regard them, for most purposes, as one person in law, in the aspect of concealing beneath its surface the elements of social discord, and bearing, stamped upon its features such distortion and moral obliquy, as to call forth every honest impulse in its condemnation. Such is not our social system. No principle, so pregnant with concealed mischief reposes beneath its surface, or has a resting place within the influence of our humane and enlightened institutions. Whatever rights may be secured to the wife, by the providence and forecast of paternal affection, can never be forfeited by her refusal to make them the subject of domestic contention. The law removes all inducements to such a consequence,

and exonerates the wife from all concern and responsibility, respecting the management of her separate property during the marriage, by giving the husband, during that period, its sole management and control. (4th State, 4 sec. 5.) Thus the wife not only, is not required, but she is tacitly forbidden, except in certain extreme cases, to exert any control over her property during the *coverture*, by the positive provisions, as well as the spirit of our laws respecting marital rights. In asserting this as a principle of positive law, our system is not peculiar. And it is conceived, that in the absence of this provision in the statutes, it would still be regarded as the rule of action, having its foundation in the very nature and being of the nuptial state.

"But rational and satisfactory as the principles asserted in the cases referred to may appear, and powerful as they may be there supported by reason and authority, not having had occasion to consider what qualifications, if any, they may be subject to under our local laws, it is not intended to rest upon them alone the decision of the case before us. As has been remarked and abundantly appears, the appellee here purchased the wife's preperty with actual notice of her claims. He bought voluntarily, with his eyes open, and does not deserve to be regarded in the favorable light of a *bona fide* creditor in good faith, or a purchaser without notice. If the husband, as a trustee, was guilty of fraud upon the rights of the wife, he is *particeps criminus* in that fraud, and connot claim the favor or protection of a court to enforce his iniquitious claim.

"Under the circumstances and the evidence in the case, that an honest jury of the country should have so misconceived the law and their duty, as to have found a verdict for plaintiff below, is indeed surprising. This is not a case in which the jury, acting within their appropriate sphere, have confined themselves to their peculiar province in weighing the evidence: but it is a case in which they have returned

a verdict, manifestly without and against evidence. They have either shut their eyes to the light, and obstinately disregarded the evidence, or else they have been deceived and misled, and have, in consequence, mistaken the law. Their verdict is clearly against both the law and evidence, and must be set aside."

In relation to the objections to the testimony of the witness, Montgomery, as stated in objection (3d) thereto, besides the cases above referred to, wherein the action of the husband was sought to estop the wife in her claims to her separate estate, appellants respectfully ask that reference be made to the case of McKay vs. Treadwell, 8th Tex. Rep., p. 176. This case is one in which the *feme* claims a separate estate in a lot of cattle, levied upon and sold under execution. When the levy was made the cattle were driven to the house of the husband of *feme*, who claimed said cattle as her separate property, and the husband was asked by the party making the levy if any of those cattle belonged to him or his wife; the husband said that none of said cattle belonged to him or his wife. On the trial of the cause it became a question as to the admissibility and effect of said admissions or declarations of the husband. The Court says: (page 180:) "The admission of the declarations of the husband, in prejudice of the rights of the wife to her separate property would contravene the spirit and object of the constitution and laws, by which her separate rights are guaranteed, unless they be made in cases where he is constituted by law her virtual agent, or where authority from her may be inferred.

"Her right and title to her property are as ample, exclusive and plenary as the right and title of the husband to his separate property; made without agency or authority would at once be excluded, the same rule should be extended to the admissions of the husband. The rights by which they hold their property respectively are equal; there is no more ground for the admission of the unauthorized declarations of the

husband to the wife's detriment, than for the admission of those of the latter to the injury of the former. It is true that by law the husband has the sole management, during the marriage, of the separate property of the wife. Without denying or assenting to the constitutionality of this provision, taken in the comprehensive scope of which its terms are by construction susceptible, it will be sufficient to say that it confers upon the husband the authority of management only. This invests him with such control and powers as are incident and necessary to the due exercise of his authority, but gives him no power over matters affecting her right or title to the property or to perform any act by which such title may be endangered."

Appellants submit to the Court, that from the above and foregoing authority, in reference to the 3d exception, that the same is conclusive on the subject.

That the authorities above presented, in relation to the admissions or declarations of the husband and wife, or either of them, clearly sustain the objection made by appellants to the testimony.

Since these conversations and admissions were made to parties in nowise interested in the subject matter of the controversy, and since, too, there is no evidence to show that the parties at interest were ever informed of such admissions or acted upon the same, the evidence is wholly irrelevant, and the objections made by appellants should have been sustained.

SEVENTEENTH ASSIGNMENT OF ERROR.

The Court erred in over-ruling defendant's objections to reading in evidence the deed from Evelina J. Slaughter to J. B. Dunn & Co., dated July 21st, 1868, purporting to convey the land in controversy for the following reasons, viz: (See trans. p. 73.)

1st. Because the deed purports to convey the land in question,

which is her separate property—and she being a *feme covert*, their is no certificate of privy examination as required by law.

2nd. Because she is not joined therein by her husband. For which two reasons said deed is void and ineffectual for any purpose. (See deed authentication in transcript p.—)

It will be seen by the statute herein above quoted, (Paschal's digest, Sec. 1003) that in order to convey the separate property of the wife or the homestead of the family the husband must execute with the wife the conveyance; and that the wife must be privily examined separate and apart from the husband and after having the same fully explained to her, by the officer before whom the same is acknowledged. She must declare that she did freely and willingly sign, seal and deliver the said writing, then shown and explained to her, and wishes not to retract it, and shall acknowledge the said deed or writing, so again shown her to be her act, and said officer shall certify such privy examination, acknowledgement and declaration under his hand and seal by a certificate annexed to said writing, &c.

It has been so often decided by both courts of law and equity, that the deed of a *feme covert*, unless made and delivered as required by law, is void for all purposes—that appellants scarcely feel called on to present authorities in support of the objections raised to the introduction of this deed in evidence.

In the case of Askew vs. Daniel 5 Iredell's Eq. Rep. 321, the court says: That the deed of a married woman, if made without her privy examination, is so utterly void as to her, that even if an agreement be incorporated in it for her benefit, it cannot be enforced. It is as blank paper.

The same construction is given to such a deed, as to its validity to pass title in the following named cases:

Lessees of Watson vs. Bailey, 1st Binney, 471.
Butler & Atwater vs. Buckingham, 5 Conn. 492.
Mariner vs. Sanders, 5 Gillman, Ill. 125.
Stoop vs. Blackford, 27 Penn. 213
Richards vs. McLelland, 29 Penn. 385.
Welch vs. Rice, 31 Texas 688.
Callahan vs. Patterson, 4th Texas 62.
Green vs. Chandler, 25th Texas 148
Nichols vs Gordon, 25th Texas Sup. 109.
Roy vs. Bremond, 22nd Texas, 626.
McCulloch vs. Renn, 28th Texas, 793.
Berry vs. Donnelly, 26th Texas, 737.
Berry vs. Calhoun, 8th Hump. 556.
Scott vs. Buchanan, 11th Hump. 472.
Lane vs. Dolick, 6 McLean, 200.
Whitaker vs. Blair, 8 J. J. Marsh, 242.
Thompson vs. Peeples, 6 Dana, 389.
Simpson vs. Fauntleroy, 8 B. Murr. 174.
Matthews vs. Puffon, 19th N. H. 448
Pool vs. Mix, 17 Wend. 129.
McKay vs. Treadwell, 8th Texas, 180.
Parks vs. Williard, 1st Texas, 362.
Rice vs. Peacock, 37 Texas, 392.

EIGHTEENTH ASSIGNMENT OF ERROR.

This assignment of error is intended to cover all the orders, decres and final judgment rendered in this cause. But since most of the objections to the interlocutory orders have been discussed above, appellant will more particularly speak in reference to the final judgement.

By agreement of counsel for complainant and defendant, (see trans. p. 16) all the depositions, evidence, admissions, waivers, deeds and papers on file in all the cases shall be considered as made and filed in the case of Glenn vs. Slaughter and wife, and may be used on final trial of this cause, subject only to exceptions taken, &c.

Under this agreements defendants read in evidence the bill of Joseph Glenn and Thomas F. Purnell vs. M. T. & Evelina J. Slaughter filed in State Court No. 639. In this bill they (Glenn & Purnell) allege that they sold the land in question to Sanders, Taylor, *et. als.* and that San-

ders, Taylor, *et. als.* sold to Wilson & Wilson, the defendants in suit in State Court, No. 595. (See bill in trans. pp. 79-83.)

The complainant does not show by any proof in this cause that he ever re-acquired title to said land. Therefore the title could not be declared to him as was done by the court below.

The title under which complainant claims is as follows, viz:

1st. Deed from Mrs. Slaughter to Dunn & Price July 21st, 1868.

2nd. Quit claim deed from Price to Dunn May 2nd, 1865. (See p. 59.)

3rd. Dunn and wife sold to Glenn February 8, 1866. (See p. 85–86.)

Now if complainant Glenn claims under the warranty of Mrs. Slaughter, (if she could be bound on a covenant of warranty) he has only a warranty from Dunn but no warranty from Price. Price conveyed by quit-claim deed to Dunn. (See trans. p. 59.) Dunn acquired no equities from Mrs. Slaughter, except as to one half. Then if Glenn claimed by reason of Dunn's equities and is subrogated thereto how can he claim title to the whole as the decree gives him?

Glenn claims that Mrs. Slaughter had a right to and did part with the title to Dunn & Co., and her right sprung from her husband's absence, and also that she was compelled to sell for a support. Does the evidence bear out such a proposition? No witness pretends to say that her husband had abandoned her. L. T. Gray, (complainant's first witness,) says, "he was only temporarily absent (see trans. for Gray's evidence, ans. to 2nd int. p. 55) and that he expected to return." Another witness of complainant, Hinton Rivenbark, (pp. 70–71) says, "Slaughter had employed him to attend to his business during his absence. That they had slaves and other personal property."

In a suit at law he has no title. What are the equities that will pass the title without a conveyance in the two cases?

W. S. HERNDON,
Solicitor for Appellants.

UNITED STATES SUPREME COURT.

OCTOBER TERM, 1878.

M. T. SLAUGHTER AND
EVELINE J. SLAUGHTER,
Appellants.

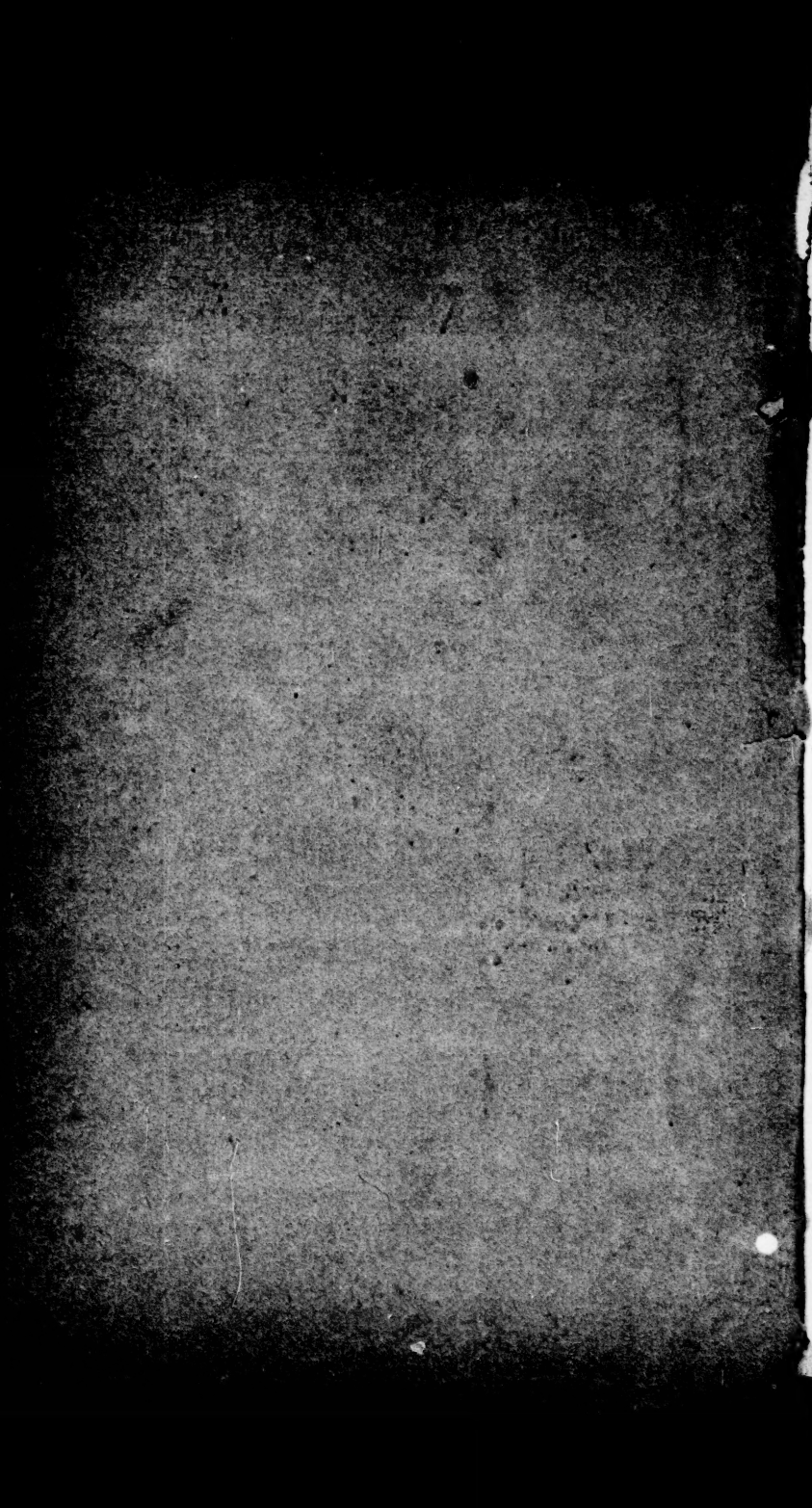
AGAINST

JAMES M. GLENN ET AL.,
Executors of Joseph Glenn,
Appellees.

} In Equity.

APPEAL FROM THE WESTERN DISTRICT OF TEXAS.

BRIEF FOR APPELLEES.



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BRIEF FOR APPELLEES.

OUTLINE OF THE CASE.

This is a suit in Chancery, by bill filed by Joseph Glenn, of Cincinnati, in the United States Circuit Court for the Western District of Texas, against Eveline J. Slaughter and her husband, to quiet the title of a plantation of 720 acres, situate three miles below Jefferson, Texas.

The bill was filed May 1, 1872. Mr. Glenn, and those from whom he purchased, had then been in the peaceable enjoyment of the premises from the 21st of July, 1863.

On the last named date, the defendant, Eveline J. Slaughter, sold and deeded the premises to J. B. Dunn & Co., and removed to another plantation in that vicinity, which she bought with the money received from J. B. Dunn, and where she has ever since resided.

J. B. Dunn & Co. paid Mrs. Slaughter $8,400 for the property, and proceeded at once to put up buildings, boiler, engine, tanks,

and other necessary appurtenances for packing beef for the Confederate army. The amount expended for these improvements was four or five thousand dollars. (Record, p. 37.) In February, 1866, Mr. Dunn sold to Mr. Glenn for $10,000, and put him in possession. Mr. Glenn and a Mr. Wilson, who afterward contracted to buy the place from Glenn, expended $2,000 to $2,500 in further improvements. (68.)

Mr. Slaughter, husband of Eveline, was in the Confederate army when the place was sold by his wife, and did not join in the deed. But the place was the separate property of his wife, she being a widow and the owner of this property when he married her.

He returned from the army on the 20th of July, 1864, about a year after Dunn's purchase (123), and having lost an arm, did not go back again.

Mr. Dunn says (38): "I met him after his return from the army, and was introduced to him, and he visited me frequently at my house and the packery, and always evinced the kindest of feelings toward me."

In 1866, about the time Mr. Glenn purchased from Mr. Dunn, or shortly after, he sent for Mr. Slaughter to come and point out to him the boundaries. Mr. Slaughter came. He pointed out the boundaries, and remained to dinner with Mr. Glenn and Mr. and Mrs. Purnell.

Mr. Glenn says he "was affable and pleasant as possible," and that he expressed the opinion that the property, with the improvements Dunn had made, ought to be worth what Glenn had paid for it, "but the difficulty was for people to live on it, and keep in good health," that "but for the unhealthiness of the locality they would have preferred to have held it and resided there to any place in that vicinity." "He indicated by his whole bearing and conversation the bona fide character of the sale on her part (his wife's), and their mutual satisfaction thereat;" "nor did I ever hear of anything to the contrary, until this suit was brought." (p. 41.)

In these statements, Mr. Glenn is corroborated by Mr. and Mrs. Purnell (31 and 33), and neither Mr. or Mrs. Slaughter claim that they expressed to Mr. Dunn or Mr. Glenn any dis-

satisfaction with the sale, until in June, 1868, when they commenced a suit to eject one, Mr. Wilson, who was at that time in possession under Mr. Glenn, and which suit Mr. Glenn refers to in his testimony above (89) (31).

It appears in evidence that said suit in ejectment was commenced by one, H. P. Mabry, an attorney at law, not merely on a contingency that he should have one-half what he recovered and nothing if he failed, but that, in the latter event, he should also pay all the costs. And he appears to have required a deed to be made to him by Mr. and Mrs. Slaughter for one-half the property in question (60 and 61) before he commenced the suit.

It appears also that Mr. and Mrs. Slaughter were not left free to compromise or dismiss that suit, without consent of said Mabry.

Said suit in ejectment was brought in the State Court and removed to the United States Circuit Court, where afterward the bill was filed in this case by Mr. Glenn, to perfect his legal title, if necessary, and perpetually to enjoin the further prosecution of the suit at law.

I.

It is clear: that Mrs. Slaughter intended and desired to sell her property to J. B. Dunn & Co.; that she intended to execute a valid deed to J. B. Dunn therefor on the 21st of July, 1863; that she received a full consideration in currency therefor; that she put Dunn in possession; that she immediately reinvested the money in another place, and remained entirely satisfied with the exchange until about the 3d of June, 1868, when, being advised that her deed was defectively executed, she permitted an attorney to commence a suit in ejectment for her, but at his own risk and cost (60).

It is equally clear: that her husband, when he returned home, in a few months afterward, expressed himself well pleased with the sale, saw the purchasers making extensive improvements,

without any intimation of dissatisfaction, and even assisted Mr. Glenn in running out the boundaries.

Mr. DUNN (p. 36) testifies: "In June, 1863, I and E. Price were in Jefferson, Texas, and wished to purchase a place to pack beef for the Confederate Government, having had the promise of a contract from the Confederate Government. We were examining the country up and down the bayou for a suitable place for packing beef, and was about closing a contract with Samuel McFarland for his mill place, when Robert Ward, who was the agent and attorney for Mrs. Slaughter, informed us that he was authorized by Mrs. Slaughter to sell her farm, or, if we would go down with him, she would sell it to us herself. We went and examined the place, sent and asked her her price for her farm. She priced it at the price we paid for it, as stated above ($8,400), she stating at the time she would purchase another place that suited her much better, as the place she was selling us was a very unhealthy place, and she could not live there any longer, if she could get away. There was no one present at the time, but Mrs. Slaughter, Mr. Ward, Price, and myself, that I recollect of now. * * I never had any conversation with Mr. Slaughter on the subject that I recollect of. I met him after his return from the army, and was introduced to him, and he visited me frequently at my house and the packery, and always evinced the kindest of feelings toward me.

"Samuel F. Mosely (22), an attorney at Jefferson and not interested, but a friend of Mrs. Slaughter, knew of the sale. The money was paid in his office at the day of the deed. R. H. Ward was present as attorney of Mrs. Slaughter, and O. C. Roberts, administrator, who was at the same time to receive the money for Mrs. Slaughter, in payment of her new purchase. Her brother-in-law, L. T. Gray, was also present, and being County Clerk, took her acknowledgment.

"It was agreed by all the parties to be much to the advantage of Mrs. Slaughter to exchange the proceeds of the sale of the Packery Place in the purchase of the Culbertson Place, and that the sale of the Packery Place should not be made until she, Mrs. Slaughter, should first arrange with Roberts, the ad-

ministrator, for the purchase of the Culbertson Place, with the proceeds, which was accordingly done. One of the reasons given for making said sale, besides the one above, was that it, the said Packery Place, was in a very sickly locality, and the lands of a very inferior quality; that she had buried several of the family, white and black, there. * * And, as far as I know, Mrs. Slaughter was advised fully of said terms of sale by said Ward and L. T. Gray, as well as by myself.

"After the sale was made, and upon M. T. Slaughter's return from the army, I saw him, and he expressed himself to me, as well as to L. T. Gray, his thanks for the attention bestowed upon his wife's business affairs during his absence, alluded to the sale of the Packery Place, and the purchase of the Culbertson Place during his absence in terms of satisfaction. I frequently saw Mrs. E. J. Slaughter at Jefferson. * * She always expressed satisfaction with the trade she had made.

"I advised with her as her neighbor and friend, that the Packery Place was not, nor could be made a healthy residence, nor a valuable home; and because the Culbertson Place was and is of much more value than the Packery Place for all the purposes of a valuable, productive, and comfortable home for a family, and for all other purposes, save and except for packing beef, or for slaughter-house purposes."

L. T. GRAY testified (54): "I know the lands described in exhibit and deed. They were at the time of making said deed, and before then, the separate property of the said Eveline J. Slaughter; she owned, used, and possessed, and cultivated them as her own separate property up to the date of said deed. * * The price paid was about what lands of like character were selling for in the county at the time of the sale. She purchased the land in Harrison County, Texas, of O. C. Roberts —known as the Culbertson Place. She moved to it soon after the purchase and has resided upon it ever since. It has been of an advantage, interest, and to the benefit of plaintiffs (plaintiffs in the suit in ejectment). I did not persuade Mrs Slaughter to sell the land. I had nothing to do with it. In conversation with her in regard to the sale I may possibly have coincided with her in view of it, that it was best for her to sell.

"O. C. Roberts (57) received from Mrs. Slaughter all the money she got from Mr. Dunn. Plaintiffs are now in the enjoyment of the purchase of said land from me, and, so far as my judgment extends, are materially benefited by the purchase from me."

We have quoted, before what Mr. and Mrs. Purnell testify of Mr. Slaughter's satisfaction with the exchange which his wife had made.

"Hinton Reisenbach (70) was employed by Mr. and Mrs. Slaughter in 1862 and 1863, to manage the business, etc., and resided in their house with the family. Knew of her selling. She asked my advice about selling it, and I, at first, declined giving any, but I asked her what she could get for it, and she said $10 per acre. I then said to her, if I could get that price for it I would take it. Then she said she had always bad luck on the place, and would either sell it or leave it.

"I heard M. T. Slaughter say, in regard to the said sale, that he wished his wife could have made some more such trades. * * I think the place purchased much better than the one sold, and it was sold at a fair price.

"A. H. Montgomery was in employ of J. B. Dunn & Co. (65). I could have bought the Asa Johnson tract of land, lying nearer to Jefferson, and I would rather have owned the Johnson land, for $5 per acre. It was offered to me for that price.

"On one occasion (66), a short time before the close of the war, I took dinner with Mr. M. T. Slaughter and wife. In conversation about the health of their family, Mr. Slaughter and wife both expressed themselves well satisfied with the sale of the place, and remarked that it was the best trade she had ever made in her life, stating that the place she had bought was worth double the value of the place she had sold for a family to live upon. Their health had been much improved, and they were not now compelled to send for a doctor every day or two, as was the case formerly. The last statement was made by Mr. Slaughter particularly. I think this conversation occurred in the year 1864. In another conversation (suggested by the sickness of Mr. Thornton, at the packery) Mr. Slaughter stated to me that it was one of the luckiest things that had ever happened to him that his family had gotten off the place."

DEFENSE.

First—That Mrs. Slaughter did not sell of her free will, but under threats that the place would be impressed by the Confederate Government for packing beef, if she did not sell. Her statement in this regard is contradicted expressly by Mr. Dunn, and impliedly by L. T. Gray, Samuel F. Mosely, O. C. Roberts, and all the conversations proven above.

Second—That Mr. Dunn agreed she might buy it back for six dollars per acre, after the war or after he got through packing beef there. This also Mr. Dunn denies. It is also inconsistent with the fact that Mrs. Slaughter and her husband knew of the sale to Mr. Glenn and made no objection to it. Nor does she pretend that she ever proffered to buy it back. Nor is it likely, if there had been such an agreement, that Mr. Dunn or Mr. Glenn would have proceeded to expend so much money in improvements.

Third—That the place was paid for in Confederate money. We do not hear that Mrs. Slaughter had any scruples about paying out Confederate money. We do hear that she paid out this identical money in the purchase of the Culbertson Place, which she so much preferred. It is a mockery of honesty and equity to raise such an objection after the parties have so long enjoyed the benefits of the transaction.

Fourth, and finally, it is objected that the deed executed by Mrs. Slaughter, in the absence of her husband, was not executed in due form of law.

The form of the certificate of acknowledgment is the usual form for a single woman. It does not show that she was examined separate and apart from her husband. L. T. Gray, who took the acknowledgment as Clerk of the County, testifies (54) that she acknowledged the execution as her act and deed for the uses and purposes therein expressed. * * I think I asked all the questions usually asked by county clerks in taking acknowledgments, as required by the statute. She signed the deed after explanation of its contents made by me to her. At the time of the

making of the deed M. T. Slaughter was absent. * * Eveline J. Slaughter had the management, control and possession of all the property belonging to her and her husband, and the disposition of it during his (M. T. Slaughter's) absence. The sale was in August, 1863.

Mr. SLAUGHTER testifies (123): "I enlisted in 1861, returned sick in February, 1863, and upon my recovery in May, 1863, I returned to my command."

Mr. MOSELY testifies (24): "I did know that M. T. Slaughter was absent from home at the time of the sale of the Packery Place and in the 'Confederate army,' and I did not know whether his absence would be temporary or protracted, but I was of the opinion that the chances of his return was against him. I am certain, however, that R. H. Ward, the attorney of Mrs. Slaughter, fully informed J. B. Dunn & Co. of the facts of Slaughter's absence and where he was, and that said property, known as the Packery Place, was the separate property of the said E. J. Slaughter, and that she could make good and legal title thereto in such absence of her husband, in which opinion, if I did not then concur, which I think I did if called upon so to do, I concurred, and I am still of the same opinion."

This opinion appears to be founded upon well adjudicated cases in Texas.

In Wright *vs.* Hays, 10th Texas, 130 (1853), it was held:

The rights of the husband and wife to property acquired during coverture are precisely equivalent; the only difference being that he has the management and control of it, for the benefit of both. Where the husband leaves his home, and is absent for several years, the wife acquires a right to manage, control, and dispose of the common property.

The act respecting *the privy examination of a married woman* does not apply where, on account of the absence of the husband, she is invested with the power of disposition, over the common and *her separate property*.

The statement of that case (page 131) shows that the husband had not gone out of the State of Texas—he had gone to the Rio Grande, but "resided on this side of the Rio Grande," and his wife had several times visited him there. There was no proof that the plaintiff, John D., went to the Rio Grande without the consent of his wife, nor with a view to abandon or desert her. If such was the law of Texas in regard to the property owned in common by the husband and wife, *a fortiori* would it be the law as to her separate property.

Chief Justice Hemphill, in speaking of the common law (page 134), says:

"But the rigor of that law, adverse as it is to the rights of property in the wife, has been greatly relaxed, to meet, among other exigencies, such an one as is presented by the circumstances of this case. The general rule at common law now is, that, where a husband absolutely deserts his wife, or leaves the State without any intention of returning, or becomes the subject of a foreign State, or is *civiliter mortuus*, his wife is regared as a *feme sole*, and may hold property by deed, make contracts, and sue and be sued upon them." (Wharton's Selwyn Tit., *Baron & Feme*, 15 Mass., Rep. 31., 17th Serg. & Rawle, 130.

And, as appears by the decision made, the statute of Texas was construed with still greater liberality.

"The statute prescribing the mode of conveying separate property of married women (Article 1,003) does not necessarily invalidate all conveyances otherwise made. The voluntary execution by the wife may be established by proof, and a case made in which a conveyance will be sustained in equity, notwithstanding there was no privy examination of the married woman."

Paschal Digest (Texas), vol. 1, 681.
Womack *vs.* Womack, 8 Texas, 414–15.
Dalton *vs.* Rust, 22 Texas, 152–5.
Clayton *vs.* Frazier, 33 Texas, 99–101.

In Womack *vs.* Womack, held:

The statute which prescribes the mode of conveying the wife's property does not expressly declare absolutely void any other

mode of conveyance. It seems from its terms to have had but one object in view: and that was to secure the freedom of will and action on the part of the married woman; and where the proof is clear as to the freedom of will on her part, and the transaction commends itself, in point of equity, to the conscience of the court, particularly if the party contracting with the wife can not be restored to his former position, the *conveyance will be sustained*, notwithstanding the want of a privy examination under the statute. Informality in the execution of a deed of conveyance, as the want of a seal or the privy examination of a married woman, will not exclude it from being offered as evidence of the intention of the parties; but only imposes upon the claimant the necessity of proving all the facts which would entitle him to a conveyance, and the paper, with such proof, will be sufficient title to support an action or maintain a defense.

A verbal sale of land by the wife, with the consent of her husband, was valid in Texas, under the law in force prior to 1840.

Monroe *vs.* Searcy, 20th Texas, 348.

Previous to the passage of the Statute of Frauds in Texas (18 January, 1840), a parol sale of land, accompanied by possession, passed a title as valid and legal, as a written conveyance.

Briscoe *vs.* Bronaugh, 1 Texas, 331.

Paschal *vs.* Acklin, 27 Texas, 191.

III.

The suit at law, nominally by Mrs. Slaughter and husband, but, in fact, by H. P. Mabry, should have been enjoined, because it was the product of a champertous contract. The one-half the land was conveyed to said Mabry before the suit was entered. That suit was entered June 5, 1868 (78). The deed was made June 3, 1868 (61), with a proviso that "H. C. Mabry is bound to

pay all costs which may accrue in the prosecution of said suit, and all expenses necessarily incurred therein, without charge to us or either of us."

"Champerty is a bargain with the plaintiff or defendant to have a part of the land, or other thing sued for, if the party that undertakes it prevails therein; whereupon the champertor is to carry on the suit at his own expense.

"It is an offense against public justice, as it keeps alive strife and contention, and perverts the remedial process of the law into an engine of oppression. The punishment by common law is fine and imprisonment."

Key *vs.* Vattier, 1 Ohio, 132–143.

IV.

And, in conclusion. The exceptions taken to certain testimony, that it was incompetent, would seem of little consequence; if there was enough competent testimony to support the judgment. We submit, that all of the testimony we have herein recited is not only pertinent to the issues joined, but under the law of Texas, as cited, is clearly competent. It is competent, because the Supreme Court of Texas has ruled, that an imperfection in the execution of a deed "imposes upon the claimant the necessity of proving all the facts which would entitle him to a conveyance, and the paper, with such proof, will be sufficient title to support an action or maintain a defense."

8 Texas, 414-15.

The deed from T. J. Slaughter and wife to Mabry (60) was objected to. If *champerty* is obnoxious to a court of equity, it should be competent to expose it, and ask a court to decree against parties coming into court with unclean hands; but further, there was an issue whether Mr. and Mrs. Slaughter had not remained content and more than content with the transaction, and whether they had not so expressed themselves. The deed accounts for their sudden change of front and tends to invalidate the statements of Mrs. Slaughter, which are in conflict with our testimony.

Finally, taking the transaction as a whole, how could the case of plaintiff more "commend itself in point of equity, to the conscience of the Court," or how could there be a case where it would be more impracticable for the parties "contracting with the wife to be restored to their former position."

On the other hand, to restore her to her former position, requiring her to hold the Culbertson place in trust for us, as purchased with our money, and to leave her to divide with Mabry the old place, would be a consummation for her not "devoutly to be wished."

ISAAC C. COLLINS,
J. W. HERRON,
for Executors of Glenn.